

CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 24, 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 24, 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/88124341933>

Using your telephone

One tap mobile:

US: +19294362866,,88124341933# or +13017158592,,88124341933#

Or Telephone:

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

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

Webinar ID: 881 2434 1933

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 24, 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 Jacob McKaig, youngest person to pass the Ham Radio Operator Test - Commissioner Lewellen

2. **PUBLIC HEARING:** CDBG Year 48 Application review by Colin Donnelly, CIP and Grants Administrator

3. Discussion on irrigation meters by Fred Bloetscher, Ph.D., P.E.

4. Parks and Recreation Presentation by Director Eric Brown

4. PROCLAMATIONS

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: None
2. Travel Requests: None
3. RESOLUTION NO. 2022-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT, KNOWN AS THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT (DANI-019), TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,568,625.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2022-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY FOR SERVICES TO BE PURCHASED FROM METRIC ENGINEERING, INC., FOR PROFESSIONAL LANDSCAPE ARBORIST SERVICES, THAT EXCEED AN

ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), FOR EACH YEAR THAT THE AGREEMENT IS IN EFFECT; AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

5. RESOLUTION NO. 2022-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A ONE YEAR RENEWAL OF A CONTRACT AWARDED PURSUANT TO INVITATION TO BID ("ITB") NO. 19-009, FOR COMMUNITY BUS TRANSPORTATION SERVICES TO LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2022, IN AN AMOUNT OF FORTY FIVE DOLLARS (\$45.00) PER HOUR; WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$256,500.00) FOR THE YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

6. RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), TO PROVIDE FUNDING FOR SOLAR STREET LIGHTS IN CDBG ELIGIBLE AREAS 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2022-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 22-011-YEAR 46/47 CDBG SOLAR LIGHTS PROJECT TO AUM CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$373,620.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2022-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-012 ENTITLED, “LIME SILO PAINTING AND LEAD PAINT REMOVAL” TO TRAUTMAN PAINTING, LLC, IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$79,400.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. RESOLUTION NO. 2022-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-005 ENTITLED, “NANOFILTRATION PLANT PAINTING” PROJECT AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LANDMARK & REINA 107 LLC, (D/B/A BALD), IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$29,700.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2022-083

AA RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-006, ENTITLED “SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT” TO KAILAS, CORP., IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS (\$1,230,432.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2022-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-007, ENTITLED SW 54TH COURT STORMWATER IMPROVEMENT PROJECT TO ATC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED TEN DOLLARS (\$1,246,110.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2022-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS

(“RFQ”) NO. 22-002 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION BACKUP POWER TO CITY HALL”, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC., IN THE AMOUNT OF TWO HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$222,300.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2022-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 22-014 ENTITLED, “AQUATIC AND LIFEGUARD SERVICES”, RELATED TO THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH USA MANAGEMENT, LLC (D/B/A USA POOLS OF FLORIDA), FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$377,530.00) PLUS THE COST OF AQUATIC CLEANING SUPPLIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

9. PUBLIC HEARINGS

1. 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. **(SECOND READING)** *(Public Services)*

2. 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. **(SECOND READING)**
(Public Services)

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

4. RESOLUTION NO. 2022-087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-056-21), SUBMITTED BY 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY 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 RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

5. RESOLUTION NO. 2022-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A PLAT (PL-058-21) SUBMITTED BY THE PROPERTY OWNER 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY LOCATED AT 3851 STIRLING ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. 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.
(SECOND READING) *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Discussion on City advisory boards - Vice-Mayor Salvino
2. University Interns - Mayor James

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 - 2 appointments
2. Parks, Recreation and Community Affairs Advisory Board
 - Vice-Mayor Salvino - 1 appointment
 - Commissioner Davis - 1 appointment
 - Commissioner Odman - 1 appointment
3. Public Art Advisory Board
 - 4 Commission Appointments - residents of the City or Broward County who meet the qualifications
 - 3 Commission Appointments - residents of the City who meet the qualifications
 - 1 City Commissioner Liaison Appointment

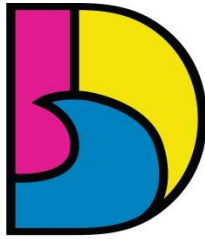
13. ADMINISTRATIVE REPORTS

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

Tuesday, June 14, 2022 - 5:30 p.m.
Tuesday, June 14, 2022 - 7:00 p.m.
Tuesday, June 28, 2022 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

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

Fernando J. Rodriguez
Digitally signed by Fernando J. Rodriguez
DN: cn=Fernando J. Rodriguez, o=City of
Dania Beach, ou=Public Services
Department,
email=fernando@daniasb.com, c=US
Date: 2022.05.24 10:00:00 -0400

RE: EXECUTIVE SUMMARY ON IRRIGATION METERS

The practice concerning the installation of irrigation meters has significant implications for the City of Dania Beach. These include the City's current Water Use Permit (WUP) status and future applications, additional water supply cost to residents, and cost to the City. The recently completed five-year process to be granted the WUP at a future water supply of 3.88 million gallons per day (MGD) takes into account not only future sources of water but the continuation of the City's limited use of potable water for irrigation. The City's historically moderate water use (the rest of Broward County has a *230 percent higher* water use on average) was a key factor in being granted the WUP.

Due to the City's limited water supplies, irrigation meters have typically not been issued by the administration for the past two decades. Water wells have been encouraged and it is estimated that roughly 90 percent of properties in Dania Beach have (or in the past have had) water wells primarily for irrigation purposes. This was a contributing factor to our successful WUP application.

The South Florida Water Management District (SFWMD) is keen on water conservation. More than 50 percent of the water used by South Florida residents is for landscape irrigation. With billions of gallons of water used every day, SFWMD strongly encourages practices that include implementing Florida-friendly landscaping and principles by using low maintenance plants and environmentally sustainable practices such as ensuring that rain sensors are operating properly. Note that SFWMD does not encourage the use of potable water for irrigation; it prefers reclaimed water. The latter is a method is not currently available to the City, although it is an issue that must be discussed with every water use permit application.

During declared droughts, the District imposes added restrictions. For instance, in 2007, the District required water treatment plants to reduce water use by 20 percent (including irrigation use from canals, lakes, and small onsite wells) and it wanted the City to enforce the restrictions. Because the City has primarily on-site irrigation wells, implementing restriction of water use at the water treatment plant is difficult. The imposition of restriction on residents in 2007 had the impact of pushing people to make structural changes to their water use (permanent reduction that

\continued...



EXECUTIVE SUMMARY ON IRRIGATION METERS

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the City has not recovered from) and forced the City to impose a surcharge on customers to meet its funding needs.

In line with SFWMD's view on water conservation, the City passed an irrigation ordinance this past February (Ord. No. 2022-009) which restricts irrigation to certain hours and limits these periods to two days per week.

Cost Considerations

If widespread use of potable water for irrigation was permitted, the City would be forced to secure more water sources at a cost of roughly \$6M to minimize the possibility of a moratorium by Broward County. While the City's water treatment plant has the capacity to process the additional supply, its energy and chemicals cost would increase by at least 50 percent. Plant maintenance costs would also increase substantially.

The annualized cost (20-year period) for residents to install a water well for irrigation is roughly \$1,700, including electricity and chemical treatment. Restoring an existing well that is in usable condition would be less than this amount. Given this cost, it is not unreasonable for residents who wish to have a reliable water source to consider wells as an alternative to potable water, which would entail paying the sewer fee component.

Based on the circumstances summarized above, it is recommended that the City continue its policy of not allowing irrigation water meters but to continue encouraging the use of wells or, as a less preferred alternative, using potable water (and taking on the cost of sewer fees). The attached memorandum from Dr. Bloetscher provides full details of what is summarized in this document.

Public Utility Management & Planning Services Inc.

P.O. Box 221890
Hollywood, FL 33022-1890

Telephone (954) 925-3492
Facsimile (954) 925-2692

Frederick Bloetscher, Ph.D., P.E.
e-mail: h2o_man@bellsouth.net

May 17, 2022

Mr. Fernando Rodriquez
Public Services Director
City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

RE: IRRIGATION METERS IN DANIA BEACH

Dear Mr. Rodriquez:

This memo is in response to your request for information on irrigation meters and policies regarding same in Dania Beach. To start, this is a policy decision, but it is fraught with a host of secondary impacts that require consideration. These impacts include:

- Water supply challenges
 - Future water use permitting
 - Cost to existing residents for added water supply and treatment
- Conservation concerns from the regulatory agencies
 - Enforcement of restrictions on residents by regulatory agencies
- Cost to the City

History

Historically, the majority of people in the City of Dania Beach (and for that matter in much of older Broward County) have used individual wells for irrigation. At this time, probably 90% of properties have, or have had irrigation wells. Most wells are shallow; a portion are submersible while others are surface pumps. A portion of these wells may have initially been water supply wells before water was installed in the 1950s and 1960s. The water contains iron bacteria which creates the iron staining issue if residents do not maintain their system to avoid overspray, or if not addressing overspray, add chemicals to remove the orange color on surfaces reached by the water spray or removing them (the process is fairly

simple). Note the City's water supply wells also have this iron bacteria problem (it is pretty common in S. Florida and not harmful).

Water Supply Challenges

Discussions with the City Commission over the past 5 years has included the fact that the City has been challenged with respect to water supplies. A five-year process to identify water supply solutions, sign agreements and secure a permit ***has just been completed***, which give the City a future water supply for 3.88 million gallons per day (MGD) as noted in Table 1, although 0.3 of that is likely to be lost within the next 10-20 years due to saltwater intrusion.

Table 1 Permitted Water Sources

Source	Permit
Brian Piccolo Supply	1.58 mgd
Dania Beach Wells G&I	0.3 mgd*
C51 reservoir	1.0 mgd
Horizontal Well test	1.0 mgd
TOTAL = *this source is not expected to be viable past a 10 – 20 year time horizon	3.88 MGD

The City will be funding repair work to place its two wells back into service this summer and fall (0.3 MGD supply), and will begin the process of monitoring and data collection for the horizontal well this summer as well; however the horizontal well is not expected to come on-line until 2027 or 2028. The C51 reservoir water supply is expected to be available in June 2023. While permitting is now addressed, the actual supplies are not fully on-line. Note that drilling new wells from the Biscayne aquifer is not an option.

Because of these raw water supply limitations, and to facilitate development pressures in the city, the Administration has not issued irrigation meters to residents or developers requesting them for nearly 20 years (note it is difficult to prevent anyone from using their potable water for irrigation – and paying for sewer at the same time). Instead, those residents and developers have installed on site wells if they wanted irrigation separate from potable water. This has been encouraged by City staff and its consultants. These wells are not regulated by the South Florida Water Management District; all that is needed is a well drilling permit. The cost is typically under \$2500. As noted in the prior paragraph, maintenance is required – monitoring spray direction or treating the water to prevent the orange staining color.

A benefit of the City having primarily on site irrigation wells is that the City does not need to treat added potable water for irrigation. As a result, the per capita use for City residents is very low, as shown in Table 2. In the current water use permit, single family users in Dania Beach are permitted at 150 gpd, or 4500 g/mo. Compare this to the rest of Broward County which is 350 gpd – 230% more (see Table 3). It also makes permitting easier to argue since the City has historically demonstrated low water use patterns. A change in policy that could lead to significant increase in water use would necessitate a change in the view of the District staff toward the City's permit.

Table 2 - Current Water Customer Base

Use	Meters	ERU	Current use	Total Sold	Potential Water Use	Monthly Average Total Sold
Single Family	3497	3497	150	21 MG	350	49 MG
Commercial	501	2000		19 MG		25 MG
Multifamily	322	2530	125	10MG	250	20 MG
Irrigation only	277					
				55 MG		99 MG
		Sold	ADF	1.8MGD		3.3 MGD
		Actual Flow		2.2 MGD		3.7* MGD

*Note this value exceeds the anticipated future permit conditions – Table 2 – at 3.58 MGD (3.88 MGD minus the expected loss of .3 MGD from the phasing out of two wells in 15 to 20 years)

Table 3 – New Water Use Permit - Projected Water Use

Year	Population	Total Per capita Finished	Average Daily Flow(MGD)	Max Mo (MGD)	Total Per capita Raw	ADF (MGD)	Max Mo (MGD)
2022	18877	125	2.36	2.6	138	2.6	2.9
2027	21683	119	2.58	2.8	134	2.9	3.1
2032	24001	116	2.79	3.1	129	3.1	3.4

If the City had wide irrigation use via its potable water system, the City would need to secure more water (a minimum of another \$5 million to 6 million in addition to the \$8 million to be spent between now and 2030) to ensure no moratorium is imposed on development due to water supply limitations due to projected added irrigation demands in the future. While treatment plant capacity is available, the City's cost for power and chemicals would increase up to 50% and maintenance needs would increase due to added equipment wear.

Conservation Concerns

More than 50 percent of the water used by South Florida residents is for landscape irrigation. With billions of gallons of water used every day and projections for continued population growth, the District wants everyone to conserve water and ensure there is enough for all. With respect to irrigation, this includes implementing Florida-Friendly landscaping and principles by using low maintenance plants and environmentally sustainable practices such as ensuring that rain sensors are operating properly. Irrigating during or after significant rainfall is a major cause of outdoor water waste. Hence, the South Florida Water Management District (SFWMD) and municipalities and counties have permanent Landscape Irrigation Conservation measures in place, something currently being discussed with the City Commission. Note that the District does not encourage the use of potable water for irrigation; it prefers reclaimed water. The latter is a method is not currently available to the City, although it is an issue that must be discussed with every water use permit application.

During declared droughts, the District imposes added restrictions. For instance, in 2007, the District required water treatment plants to reduce water use by 20 percent (the restriction was also applied to irrigation use from canals, lakes, and small onsite wells) and it wanted the City to enforce the restrictions. Because the City has primarily on-site irrigation wells, implementing restriction of water use at the water plant is difficult. The imposition of restriction on residents in 2007 had the impact of pushing people to make structural changes to their water use (permanent reduction that the City has not recovered from) and forced the City to impose a surcharge on customers to meet its funding needs.

What Surrounding Utilities do

Doing “what everyone else does” does not permit or encourage local governments to be innovative or to address challenges. It is why state-wide policies like reclaimed water irrigation use does not work. However, knowing what others do can be helpful in gaining a baseline perspective. Table 4 outlines what surrounding utilities do. The table compares single family water rates showing the base and the per 1,000 gallon charge (and trigger points where rates change), versus what the ordinances in these cities permit for irrigation only meters. Of note, a number of the utilities do not allow separate irrigation meters. Where they are permitted, several of the utilities have much higher rates for irrigation meters largely to discourage their use and reduce the water demand. Likewise, some of the utilities may permit irrigation meters for commercial uses, but sewer is charged as a means to discourage potable water use for irrigation.

The reality is that in the water limited environment in where all of these utilities exist, the goal is to discourage the use of potable water for irrigation. Pricing and regulations/policies are the means to accomplish this goal. Reducing water use for irrigation means there is more water available for development, which benefits the City from an economic and tax base perspective far more than the revenue from water sales or the convenience of developers. In this regard, Dania Beach stands out as being *the most successful utility* in accomplishing this goal. Table 4 below bears this out.

Table 4 - Comparison to Area Utilities

Utility	SF Base	Tier 1 SF	Tier 2 SF	Trigger (gal/mo)	Irr Base	Tier 1 Irr/1000	Tier 2 Irr/1001	Tier 3 Irr/1002
Dania Beach	\$14.55	\$4.09	\$6.54		\$14.55	\$4.09	\$6.54	
				5,000			>5000	
Fort Lauderdale	\$6.77	\$4.16	\$9.19		\$6.77	\$6.77	\$9.13	\$13.25
Trigger				3,000			> 12000	>20000
Hollywood	\$7.91	\$2.53	\$5.06		\$7.91	\$13.48		
Trigger				3,750			none	
Hallandale Beach	\$21.59	\$1.16	\$4.29		none			
Trigger				2,000				
Oakland Park	\$16.852	\$7.48	\$8.37		\$13.68	\$7.83		
Trigger				4,000				
Davie	\$23.12	\$4.18	\$6.853		\$25.31	Depends on use		
Trigger				5,000				
Cooper City	\$16.41	\$3.9	\$4.78		none			

Trigger				5,000				
Sunrise	\$20.87	\$4.09			none			
Trigger				none				
Pembroke Pines	\$18.47	0	\$7.17		none			
Trigger				3,000				
Plantation	\$14.24	\$2.02	\$4.05		\$14.24	\$4.5	\$6.07	
Trigger				6,000				
Miramar	\$18.05	\$4.29	\$5.26		none			
Trigger				5,000				
Broward County	\$5.02	\$1.63	\$2.96	\$7.03	\$15.96	\$7.06	\$8.51	
Trigger				4,000			>8000	

Cost

A cost comparison is needed that includes all costs, including the avoided costs. Assume a typical 4 zone property is 10 to 20 gallons per minute (GPM). Assuming an average of an hour over the 4 zones, the water use is roughly 10,000 gal./mo. averaged over the year of 330 gpd. The cost of an irrigation well and pump is \$2500. Power cost is \$100/yr. Assume the pump, motor, and drive last 20 years. If chemicals are added, assume another \$250/yr. Any irrigation piping and sprinkler head maintenance is the same regardless of the source.

Compare this to the City's cost to acquire 10,000 gal./mo. (333 gpd of 120,000 gal./yr.). The raw water supply, assuming the C51 reservoir cost, is \$1450 - just for the water supply. The treatment plant cost, using the \$7.7 million cost from water plant 10 years ago, is \$2,540. The City's costs to treat and distribute the water are about \$2.50/1000 gal. making the cost to send the water to the system per year as \$300. The property still has to "pump" it into the irrigation system so the same \$100/mo. is assumed. As Table 5 shows, *the on-site well is less costly to the property owner.*

Table 5 - Annual cost of Operating the Irrigation Options

Costs	Onsite well, no treatment	Onsite well w treatment	Dania Beach cost
Capital Cost Water supply 330 g/d	\$ 2,500.00	\$ 2,500.00	\$ 1,450.00
Capital Cost Treatment 330 g/d		\$ 1,000.00	\$ 2,540.00
Annualized cost at 4% over 20 yrs	\$ 183.95	\$ 257.54	\$ 293.59
Treatment cost/yr		\$ 250.00	\$ 300.00
Onsite Power cost/yr	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Annual Cost	<u>\$ 1,383.95</u>	<u>\$ 1,707.54</u>	<u>\$ 1,793.59</u>

However, there are two factors whereby developers (typically) want irrigation meters. On-site wells are less convenient because they have to be maintained to prevent the impact of orange staining. In addition, the charge that developers "expect" the City to charge is based on current rates - is \$812.40/yr which is cheaper than the on-site well. Even if the impact fee is included as proration, the difference still benefits

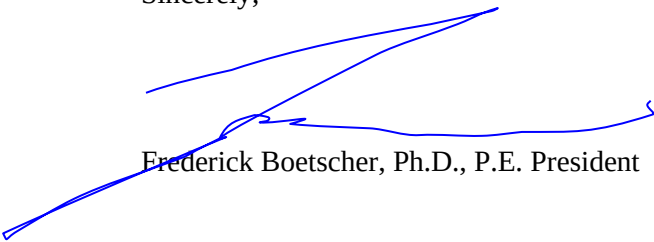
the developer. *However, these benefits to developers ignore the cost to City residents for water supply in the future.*

Conclusion

As noted at the start, the irrigation meter conversation is a policy decision, but one with a series of secondary considerations. The expanded permission to use irrigation meters will create future water supply challenges that will impact water use permitting and increase the cost to existing residents for added water supply and treatment. Potable water use is not a goal of the regulatory agencies or utilities - restricting irrigation use is the goal, since it makes water available for future development, thereby benefitting the local economy and tax base. Finally, despite the inconvenience of the staining deterring maintenance, the annual cost for on-site wells is actually lower for property owners.

Should you have Ny questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frederick Boetscher', is written over the printed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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

Item	No.	Units	Cardinal Unit Price	CGA Total Price	Florida Design Unit Price	CSA Total Price	Pool and Kent Unit Price	McC/Brinson Total Price
PACKAGE 1								
Filter valve operator and valve replacement	24	ea	\$ 21,000	\$ 504,000.00	\$ 24,000	\$ 576,000.00		\$ 438,499.00
Filter Metal Repair (repair backwash troughs, effluent troughs, metal, sweeps and pipe connections)	10	sf	\$ 6,000	\$ 60,000.00	\$ 150	\$ 1,500.00	\$ 470	\$ 4,700.00
Replace Filter Media	1	LS	\$ 152,000	\$ 152,000.00	\$ 125,000	\$ 125,000.00	\$ 130,700	\$ 130,700.00
Replace Catwalks incl Railings, Electrical and Dosing piping replacement and repair support system (with aluminum)	1	LS	\$ 279,000	\$ 279,000.00	\$ 650,000	\$ 650,000.00	\$ 120,000	\$ 120,000.00
Replace Accelerator mixer drive units	2	ea	\$ 83,000	\$ 166,000.00	\$ 52,000	\$ 104,000.00	\$ 120,000	\$ 240,000.00
Repair Launderers	20	sf	\$ 2,000	\$ 40,000.00	\$ 150	\$ 3,000.00	\$ 1,533	\$ 30,660.00
Replace sweep pump discharge piping	2	ea	\$ 14,000	\$ 28,000.00	\$ 7,000	\$ 14,000.00	\$ 7,350	\$ 14,700.00
Replace Lime Slurry Pumps and Tank	1	LS	\$ 87,000	\$ 87,000.00	\$ 250,000	\$ 250,000.00	\$ 58,000	\$ 58,000.00
Replace Filter Effluent Turbidity meters	1	LS	\$ 77,000	\$ 77,000.00	\$ 100,000	\$ 100,000.00	\$ 40,000	\$ 40,000.00
Repair Lime silo railings, metal and add Sonic level indicator connected to SCADA	1	LS	\$ 48,000	\$ 48,000.00	\$ 100,000	\$ 100,000.00	\$ 27,000	\$ 27,000.00
Replace East stairway and add west stairway	1	LS	\$ 39,000	\$ 39,000.00	\$ 124,000	\$ 124,000.00	\$ 55,800	\$ 55,800.00
Repair Catwalk Supports	1	LS	\$ 61,000	\$ 61,000.00	\$ 25,000	\$ 25,000.00	\$ 9,500	\$ 9,500.00
Paint Filters, Accelerator, Lime Silo	1	LS	\$ 467,000	\$ 467,000.00	\$ 750,000	\$ 750,000.00	\$ 400,000	\$ 400,000.00
Install chlorine doors, frame and connect scrubber (used scrubber provided by City) to chlorine building	1	LS	\$ 130,000	\$ 130,000.00	\$ 30,000	\$ 30,000.00	\$ 53,500	\$ 53,500.00
Allowance 1 – Add. Cost to Remove lead paint inside accelerator (note filter paint and paint above 6ft from to was removed 1992)	1	LS	\$ 606,000	\$ 606,000.00	\$ 250,000	\$ 250,000.00	\$ 470,000	\$ 470,000.00
Allowance 2 – Replace Filter underdrain allowance	1	LS	\$ 10,000	\$ 10,000.00	\$ 10,000	\$ 10,000.00	\$ 10,000	\$ 10,000.00
Deduct 1 - _____	1	LS	\$ (234,000)	\$ (234,000.00)	\$ (93,000)	\$ (93,000.00)		\$ -
Deduct 2 - _____	1	LS	\$ (17,400)	\$ (17,400.00)	\$ (20,000)	\$ (20,000.00)	\$ (61,635)	\$ (61,635.00)
Deduct 3 - _____	1	LS	\$ (30,000)	\$ (30,000.00)	\$ (65,000)	\$ (65,000.00)	\$ (27,786)	\$ (27,786.00)
Deduct 4 - _____	1	LS	\$ -	\$ -	\$ (60,000)	\$ (60,000.00)	\$ (38,707)	\$ (38,707.00)
Deduct 5 - _____	1	LS	\$ -	\$ -	\$ (65,000)	\$ (65,000.00)	\$ (66,560)	\$ (66,560.00)
Deduct 6 - _____	1	LS	\$ -	\$ -	\$ (60,000)	\$ (60,000.00)	\$ (57,200)	\$ (57,200.00)
Deduct 7 - _____	1	LS	\$ -	\$ -	\$ (22,000)	\$ (22,000.00)	\$ (5,000)	\$ (5,000.00)
Deduct 8 - _____	1	LS			\$ (250,000)	\$ (250,000.00)	\$ (121,256)	\$ (121,256.00)
Deduct 9 - _____	1	LS					\$ (42,000)	\$ (42,000.00)
Deduct 10 - _____	1	LS					\$ (10,000)	\$ (10,000.00)
Add 11 - _____	1	LS					\$ 635,000	\$ 635,000.00
Add 12 - _____	1	LS					\$ 163,240	\$ 163,240.00
Permit Allowance _____	1	LS	\$ 100,000	\$ 100,000.00	\$ 100,000	\$ 100,000.00	\$ 100,000	\$ 100,000.00
Contingency	1	LS	\$ 75,000	\$ 75,000.00	\$ 75,000	\$ 75,000.00	\$ 75,000	\$ 75,000.00
TOTAL PACKAGE 1 (BASE BID)				\$ 2,647,600.00		\$ 2,652,500.00		\$ 2,646,155.00
PACKAGE 2 Alternate Bid								
Lime Sludge Dewatering System	1	LS	\$ 657,000	\$ 657,000.00	\$ 649,000	\$ 649,000.00	\$ 480,000	\$ 480,000.00
PACKAGE 3 Alternate Options								
Alternate 1								
Standby Slaker	1	LS	\$ 159,000	\$ 159,000.00	\$ 100,000	\$ 100,000.00	\$ 134,090	\$ 134,090.00
Alternate 2								
Replace filter control panels	1	LS	\$ 78,000	\$ 78,000.00	\$ 93,000	\$ 93,000.00	\$ 69,000	\$ 69,000.00
Alternate 3 – Allowance for Chemical Feed area	1	LS	\$ 15,000	\$ 15,000.00	\$ 15,000	\$ 15,000.00	\$ 15,000	\$ 15,000.00
				\$ 252,000.00		\$ 208,000.00		\$ 218,090.00
PACKAGE 1+2				\$ 3,304,600.00		\$ 3,301,500.00		\$ 3,126,155.00
ALL PACKAGES				\$ 3,556,600.00		\$ 3,509,500.00		\$ 3,344,245.00
Minimum Required DHS, RMP + Filter media				\$ 1,952,000.00		\$ 2,264,500.00		\$ 2,172,860.00
RECOMMENDED PACKAGES				\$ 2,609,000.00		\$ 2,913,500.00		\$ 2,652,860.00

Certified by:
Frederick Bloetscher, Ph.D., P.E.
License # 42335

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT, KNOWN AS THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT (DANI-019), TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,568,625.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-ILA-SW43TER-SURTAXrevFJR, R-2022- BC ILA for Surtax Funding for SW 43rd Terrace Drainage Improvement Project (DANI-019), R-2022- BC ILA for Surtax Funding for SW 43rd Terrace Drainage Improvement Project (DANI-019) Exhibit A, R-2021-012 BC ILA Transportation System Surtax Second Amendment to and Restatement of ILA executed



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

RE: REQUEST TO APPROVE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION SURTAX FUNDING FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT

Request

The Public Services Department (PSD) requests approval of an Interlocal Agreement with Broward County for Transportation Surtax funding for construction and construction management services for the SW 43rd Terrace Drainage Improvement Project.

Background

In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures. To benefit from funding opportunities associated with the penny tax dollars, municipalities are required to enter into an agreement with the County.

On January 26, 2021, the City Commission approved Resolution 2021- 012, authorizing the city to enter into the Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA) with the County. The ILA describes the necessary process for entering into a project funding agreement with Broward County for the SW 43rd Terrace Drainage Project. The design of this project is complete, all permits are issued, and the project is ready for bidding.

Budgetary Impact

The City will receive \$1,568,625 in transportation surtax funding for the SW 43rd Terrace Drainage Improvement Project.

\continued...



**RESOLUTION NO. 2019-001 TO APPROVE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY
FOR TRANSPORTATION SURTAX FUNDING FOR CONSTRUCTION AND
CONSTRUCTION MANAGEMENT
SERVICES FOR THE SW 43RD TERRACE DRAINAGE IMPROVEMENT
PROJECT**

Recommendation

The Public Services Department recommends the City Commission approve the resolution to enter into an interlocal agreement with Broward County for Transportation Surtax funding for the SW 43rd Terrace Drainage Improvement Project.

RESOLUTION NO. 2022-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT, KNOWN AS THE SW 43RD TERRACE DRAINAGE IMPROVEMENT PROJECT (DANI-019), TO BE IMPLEMENTED BY THE CITY AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$1,568,625.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, On January 26, 2021, the City Commission approved Resolution 2021-012, entering into the Second Amended and Restated Interlocal Agreement Relating to Transportation Surtax Funds (ILA); and

WHEREAS, the ILA describes the necessary process for entering into a project funding agreement with Broward County for this transportation penny tax-funded project; and

WHEREAS, the purpose of this Interlocal Agreement is to prescribe the terms and conditions of the SW 43rd Terrace Drainage Improvement Project for the use of transportation surtax funding;

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

Section 1. That the proper City officials are authorized to execute an Interlocal Agreement with Broward County, Florida to provide Transportation Surtax funding for the construction and construction management services for the SW 43rd Terrace Drainage Improvement Project, a copy of that Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute an interlocal agreement with Broward County on behalf of the City in the amount of One Million Five Hundred Sixty-Eight Thousand Six Hundred Twenty-Five Dollars (\$1,568,625.00), to fund the SW 43rd Terrace Drainage Improvement Project.

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

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

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)

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

RECITALS

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.

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

ARTICLE 2. EXHIBITS

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

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

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

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

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

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

3.4. Modifications to Project or Phases.

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

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

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

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

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

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

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

3.5. Contractor and Consultant Contracts.

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

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

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

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

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

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

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

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

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on November 30, 2023 (“Initial Term”), unless extended pursuant to Section 4.2.
- 4.2. Extensions. The Parties may renew this Agreement for up to two (2) additional one (1) year terms (each an “Extension Term”) by written approval of the Project Manager and the County Administrator at least thirty (30) days prior to the expiration of the then-current term. Any further extension shall require approval by the Board and the governing body of Municipality.
- 4.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.
- 4.4. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

- 5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.
- 5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial

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

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

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

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency) and CEI Services	\$1,568,625.00
MAXIMUM FUNDING AMOUNT:	\$1,568,625.00

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

and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

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

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

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

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

to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

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

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

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition,

Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way.

County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

- 6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;
- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's

share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the “Audited Entities”) that are related to the Project or this Agreement (the “Contract Records”). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

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

of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

"If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor's subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor's invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor."

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days' prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project

Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

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

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses.

An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

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

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

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

FOR COUNTY:

Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

Fernando Rodriguez, Public Services Director
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
Frodriguez@daniabeachfl.gov

With a copy to:

Eve A. Boutsis, City Attorney _____
100 W. Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: Eboutsis@daniabeachfl.gov

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

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

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

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

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

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

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

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement

and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

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

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

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

11.18. Payable Interest

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

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

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

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

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

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and Municipality, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

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

(Print Name of Witness)

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/gpr
Municipal Interlocal Agreement – DANI-019
4/18/2022
#21-114.00

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: CONSTRUCTION OF STORMWATER
IMPROVEMENTS, SW 43 TERR., FROM SW 54 ST. TO SW 49 ST. (DANI-019)**

MUNICIPALITY

ATTEST:

CITY OF DANIA BEACH

CITY CLERK

By: _____
CITY MAYOR

TAMARA JAMES
Print Name

_____ day of _____, 20____

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

Eve A. Boutsis – City Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project:

The scope of work for this Project includes stormwater improvements along SW 43 Terrace from SW 54th Street to SW 49th Street, as further detailed in the Project's signed and sealed construction documents dated November 11, 2021 which are incorporated herein by reference. The stormwater improvements will include but not be limited to site preparation, earthwork, dewatering (as required), drainage installation and improvements, roadway and driveway restoration, planting, and tree removal/replacement.

Improvements to a public road stormwater system that address drainage deficiencies are eligible for transportation surtax funding, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage work and may include the width of the road right-of-way plus up to ten (10) feet on each side of the right-of-way to calculate the eligible size of the stormwater system.

The following items are not eligible for transportation surtax funding:

- Utility system adjustments.
- Increases to the stormwater system to accommodate a drainage area greater than the eligible size and improvements to address runoff from private roads and/or developments.

All costs associated with work ineligible for surtax funding must be adequately and separately itemized and paid by Municipality with non-transportation surtax funds.

Anticipated improvements involving County's right of way must be submitted to County for review and are subject to County's prior written approval

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES:

No.	Description	Duration/Deadline	Acceptance Criteria
0	Execution of ILA between County and City of Dania Beach	May 15, 2022	ILA executed by Municipality
1	Project Construction Advertising Bid, Award, Construction Contract	90 days	Execution of Construction Agreement

	execution		
2	Notice to Proceed/ Project Commencement/Mobilization	30 days	NTP Issued by Municipality.
3	Construction and CEI services	310 days	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3a	General Conditions – Start Demolition	30 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3b	SW 54 th Street Demolition and Drainage	60 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
3c	SW 43 rd Terrace Demolition and Drainage	120 days after NTP	Satisfactory Monthly Project Status Reports submitted to County's Program Management Office.
4	Substantial Completion	280 days after NTP	Includes punchlist items, final inspections, and non-substantial work items
5	Restoration and Project Close Out Final Completion	310 days after NTP	Project Certified/Final Payment Issued

3. Project Schedule:

Description	Deadline
County and City execution of Project Specific ILA	May 15, 2022
Bid Advertisement	June 1, 2022
Bid Award and Construction Contract Execution	September 1, 2022
Notice to Proceed	October 1, 2022
Project Commencement and Mobilization	October 1, 2022
Substantial Completion	July 8, 2023
Final Project Completion	August 7, 2023

EXHIBIT B Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☐ Pay Application documents consistent with AIA Document G702 and G703
- ☐ _____

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase (“Application for Funding”). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant and for right of way acquisition or wetland mitigation); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed..

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverable 1: General Conditions – Start Demolition	<u>\$392,156.25</u>
Deliverable 2: SW 54 th Street Demolition and Drainage	<u>\$392,156.25</u>
Deliverable 3: SW 43 rd Terrace Demolition and Drainage	<u>\$392,156.25</u>
Deliverable 4: Restoration and Project Close Out	<u>\$392,156.25</u>
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$1,568,625.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ___ Days ☐ Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A.** [To be provided by the PMO as applicable]
- B.** Pavement Serviceability Rating (PSR): Report PSR prior to commencement of Project, current PSR, and projected PSR upon completion of Project.

MAP PMO Project Status Report *Template*

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July 15, 2019
Progress update • Key activities since the last status report • ?		Overall Progress   Red = Execution critical delay  Amber = Delay; but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: • ? • ?		Summary: (may include) • Key take-aways for BoCC, OB and SurTax Admin • Project run rate; actual vs. planned • % Milestones met • Days over budget • Leverage ratio • Key reminders of critical decisions/milestones/etc.	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

Exhibit E Municipal Resolution Authorizing Execution of Agreement

RESOLUTION NO. 2021-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT WITH BROWARD COUNTY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax");and

WHEREAS, the County has asked to clarify the history to the adopted interlocal agreement relating to the adopted plan for funding certain transportation surtax projects and has asked that the attached second amendment and restated transportation system surtax interlocal agreement; and

WHEREAS, on September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"); and

WHEREAS, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity; and

WHEREAS, on February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020; and

WHEREAS, the MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles; and

WHEREAS, the County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY 2020; and

WHEREAS, consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding; and

WHEREAS, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY 2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible; and

WHEREAS, on June 18, 2020, the County Commission approved Transportation Surtax funding for FY 2020 (which included funding carried forward from FY 2019) of (i) more than \$60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to \$50 million for municipal rehabilitation and maintenance projects; and

WHEREAS, in July 2020, in connection with the County's annual budget process and the County's FY 2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction); and

WHEREAS, on September 22, 2020, the County Commission approved more than \$43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY 2021 and approved the FY 2021 five-year capital plan; and

WHEREAS, given the extent of the amendments outlined herein, Broward County requests that the interlocal be fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY 2019, FY 2020, and FY 2021 Transportation Surtax proceeds for approved municipal capital

projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY 2020, (v) document the allocation of FY 2019 and FY 2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans; and

WHEREAS, the City wishes to execute the Interlocal Agreement with Broward County in order to ensure the funding for the construction of the City's transportation surtax approved projects.

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, made a part of, and incorporated into this Resolution by this reference.

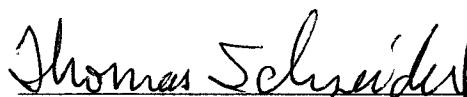
Section 2. That the Second Amended and Restated Transportation System Surtax Interlocal Agreement with Broward County, which Agreement in substantial form is attached as Exhibit "A", is approved and the proper City officials are authorized to execute it.

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 execution of the agreement.

PASSED AND ADOPTED on January 26, 2021.

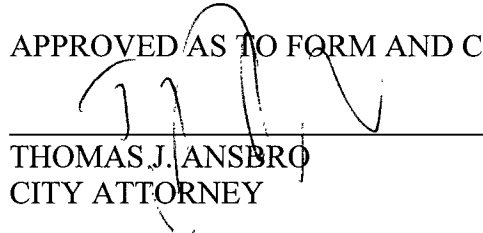
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS


THOMAS J. ANSBROSIO
CITY ATTORNEY

SECOND AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT

This Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment") is made and entered by and among Broward County, a political subdivision of the State of Florida (the "County"), the Broward Metropolitan Planning Organization (the "MPO"), and the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by the County on August 29, 2018 (collectively, the "Municipalities," and each a "Municipality"). The County, the MPO, and the Municipalities are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, to be expended for authorized transportation and transit projects in accordance with applicable law including, specifically, Section 212.055(1), Florida Statutes ("Transportation Surtax").

B. The County and the Municipalities recognized the importance of a collaborative and strategic transportation plan for Broward County and the need for a careful analysis of proposed projects to ensure the efficient expenditure of Transportation Surtax proceeds exclusively on eligible projects. Accordingly, the Parties entered the Transportation System Surtax Interlocal Agreement, which provided for, *inter alia*, a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Transportation Surtax proceeds.

C. On September 12, 2019, the Transportation System Surtax Interlocal Agreement was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects (the "First Amendment"). The Transportation System Surtax Interlocal Agreement, as amended by the First Amendment, will be referred to herein as the "Interlocal Agreement."

D. The Transportation Surtax Ordinance and the Interlocal Agreement provide for the MPO to annually review, rank, and prioritize municipal projects based on the project's ability to alleviate traffic congestion and enhance connectivity. Accordingly, the County and the MPO entered into a separate agreement to establish, *inter alia*, the terms and conditions for the MPO to provide those services.

E. On February 28, 2020, the MPO completed its review and ranking of municipal capital projects for the first funding cycle and provided its recommendations to prioritize funding for 110 municipal capital projects for the County's fiscal year ("FY") 2020. The MPO did not evaluate the remaining 396 municipal capital projects for funding readiness and those projects will be evaluated for Transportation Surtax funding in future funding application cycles. The

County also completed its evaluation, ranking, and approval of municipal rehabilitation and maintenance projects for FY2020.

F. Consistent with the Transportation Surtax Ordinance, all projects to be funded with Transportation Surtax proceeds are considered by the Independent Transportation Surtax Oversight Board for statutory eligibility under Section 212.055(1), Florida Statutes, before the Broward County Commission makes the final decisions regarding project approval and funding. Accordingly, on June 4, 2020, the Oversight Board considered the proposed municipal capital projects ranked by the MPO and the municipal rehabilitation and maintenance projects ranked by the County for FY2020 and identified 97 municipal capital projects and 61 municipal rehabilitation and maintenance projects as statutorily eligible. Of the 110 municipal capital projects ranked by the MPO, 13 projects were withdrawn from consideration by the applicable Municipality, deferred at the request of the applicable Municipality, or were deemed statutorily ineligible.

G. On June 18, 2020, the County Commission approved Transportation Surtax funding for FY2020 (which included funding carried forward from FY2019) of (i) more than \$60 million for the applicable phases of the 97 statutorily-eligible municipal capital projects recommended by the MPO, and (ii) up to \$50 million for municipal rehabilitation and maintenance projects.

H. In July 2020, in connection with the County's annual budget process and the County's FY2021 five-year capital improvement planning, the MPO provided its recommendations to fund additional phases of the 97 approved municipal capital projects (i.e., planning, design, and/or construction).

I. On September 22, 2020, the County Commission approved more than \$43 million in Transportation Surtax funding for community shuttle service and municipal capital projects for FY2021 and approved the FY2021 five-year capital plan.

J. Given the extent of the amendments outlined herein, the Parties believe it would be beneficial to fully restate the Interlocal Agreement, as amended, including to (i) document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds, (ii) document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects, (iii) set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans, (iv) outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020, (v) document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects, and (vi) document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

I. **Recitals and Definitions.**

A. **Recitals.** The above-stated Recitals are true and correct and are incorporated herein by this reference.

B. **Definitions.** The following terms as used herein shall have the following meanings:

1. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

2. ***Community Shuttle Service*** means the capital and operating expenses associated with existing, new, or expanded public transportation services, operated by participating Municipalities within their jurisdictions, that supplement fixed route mass transit service and are available to persons traveling within the Municipality.

3. ***County Commission*** means the Broward County Board of County Commissioners.

4. ***Cycle 1 Ranked Projects*** means the 110 Municipal Capital Projects listed in **Exhibit A** that were ranked and recommended by the MPO for funding in FY2020.

5. ***FDOT*** means the Florida Department of Transportation.

6. ***Fiscal Year*** means the County's fiscal year, which begins on October 1 of the year prior to the year referenced and ends on September 30 of the year referenced. For example, Fiscal Year 2020 began on October 1, 2019, and ended on September 30, 2020. Each specific Fiscal Year reference is abbreviated using "FY" preceding the year such that "FY2020" means Fiscal Year 2020, FY2021 means Fiscal Year 2021, and so forth.

7. ***Five-Year Plan*** means the schedule approved annually by the County Commission in connection with the County's annual five-year capital improvement planning, which provides for the timing of all Transportation Surtax funded capital improvement projects over a rolling period of the next five Fiscal Years, subject to the County Commission's decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated year, such that "FY2021 Five-Year Plan" means the Five-Year Plan that begins in Fiscal Year 2021.

8. ***FY2020 Approved Projects*** means the 97 Municipal Capital Projects that are a subset of the 110 Cycle 1 Ranked Projects listed in **Exhibit A**, and that were determined statutorily eligible for Transportation Surtax Proceeds. FY2020 Approved Projects do not include the 13 Municipal Capital Projects that were withdrawn, deferred, or deemed ineligible, which are listed in **Charts 1 and 2** on **Exhibit A-1**.

9. ***MAP Administration*** means the County's Mobility Advancement Program Administration staff.

10. ***Minimum Annual Guarantee*** or ***MAG*** means the County's funding commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds received by the County each Fiscal Year to fund, collectively, Community Shuttle Service, Municipal Capital Projects, Municipal R&M Projects, and Municipal Project Contingency, pursuant to the terms and conditions of this Second Amendment.

11. ***MPO ILA*** means the Interlocal Agreement for Transportation Surtax Services entered into between the MPO and the County on April 25, 2019, to establish and implement an organized process for MPO Surtax Staff to evaluate and rank Municipal Capital Projects and make annual recommendations for Transportation Surtax funding in connection with the County's normal Fiscal Year budgeting process and five-year capital improvement planning.

12. ***MPO Surtax Staff*** means the staff or contractors hired by the MPO and funded by Transportation Surtax Proceeds.

13. ***Municipal Capital Projects*** or ***MCPs*** means municipal capital improvement projects involving primarily new or expanded roads, sidewalks, bike paths, bridges, and similar transportation elements.

14. ***Municipal Projects*** means collectively Community Shuttle Service, Municipal Capital Projects (including any Municipal Project Contingency), and Municipal R&M Projects.

15. ***Municipal Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering Municipal Capital Project costs associated with unforeseen conditions during construction.

16. ***Municipal R&M Projects*** or ***MR&MPs*** means municipal projects that involve restoring a facility to safe and functional condition and/or preventative maintenance of a currently-operating facility to preserve the facility from failure or decline. Such projects include primarily the maintenance or rehabilitation of roads, sidewalks, bike paths, bridges, or similar transportation elements. Municipal R&M Projects do not include, without limitation, mowing, tree trimming, pressure cleaning,

painting, irrigation repairs, landscaping repairs and maintenance, and cleaning and maintenance of catch basins, storm drains, and pipes.

17. ***New Municipal Capital Projects*** or ***New MCPs*** means all Municipal Capital Projects other than the Cycle 1 Ranked Projects.

18. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established in Section 31½-75 of the Broward County Code of Ordinances.

19. ***Projected Minimum Annual Guarantee*** or ***Projected MAG*** means the amount of MAG funding forecasted by the County to be available for the then-applicable Fiscal Year budget and/or for each of the applicable Fiscal Years in a Five-Year Plan.

20. ***Surtax Funding Agreement*** means the interlocal agreement executed by the County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to the County, and which provides for the remittance of Transportation Surtax funds to the Municipality for a specific Municipal Project.

21. ***Transportation Plan*** means the Regional Mobility & Transportation Enhancements Surtax Initiative considered and approved by the County Commission on September 13, 2018. The Transportation Plan included 709 Municipal Projects (506 MCPs and 203 MR&MPs) with an estimated total cost, inclusive of the Municipal Project Contingency and Community Shuttle Service, of \$2.8 billion.

22. ***Transportation Surtax*** means the 30-year 1% transportation surtax levied pursuant to the Transportation Surtax Ordinance and approved by referendum of the general electorate at the November 6, 2018, General Election, the proceeds of which are to be expended in accordance with applicable law.

23. ***Transportation Surtax Ordinance*** means Section 31½-71, et seq., of the Broward County Code of Ordinances.

24. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the net amount of Transportation Surtax funds the County received for the applicable Fiscal Year from the Florida Department of Revenue after deduction of the five percent set-aside amount required by Section 129.01(2)(b), Florida Statutes.

25. ***Transportation Surtax Projects*** means all projects funded in whole or in part with Transportation Surtax Proceeds (including projects submitted by Municipalities, the County, or Tri-Rail).

II. Applications for Funding.

A. Application Process for New Municipal Capital Projects. Unless otherwise expressly provided in this Second Amendment, Municipalities seeking Transportation Surtax funding for New Municipal Capital Projects shall submit applications to the MPO consistent with the MPO's prescribed application process. Such applications must include all supporting documents necessary to evaluate the New MCP, including all documents required by the MPO through its application process, any additional documents as may be requested by the MPO, and an independent cost estimate for each phase of the New MCP. The MPO's annual application period for New MCPs shall begin no later than **April 1** of each year. New MCPs shall be evaluated and ranked by the MPO consistent with Section IV below.

MCPs in the Transportation ~~Plan~~ that are numbered 111 through 510 in **Exhibit A** require additional evaluation and analysis by the MPO, are New MCPs as defined in this Second Amendment, and must be evaluated, ranked, and recommended for funding by the MPO pursuant to the process provided in Section IV.B. of this Second Amendment.

Upon written notice to the County and the MPO, Municipalities may withdraw an MCP (i.e., cancel its application for Transportation Surtax funding for the applicable project) at any time prior to executing a Surtax Funding Agreement.

The unincorporated area of the County shall be eligible to receive Transportation Surtax Proceeds for MCPs, and projects submitted by the County on behalf of the unincorporated area shall be included and reviewed by the MPO on the same basis as any other MCP.

B. Application Process for Municipal R&M Projects. The County will accept applications for new Municipal R&M Projects periodically as Transportation Surtax Proceeds for MR&MPs become available, as determined by the County. New MR&MPs will be evaluated and ranked by the County consistent with Section IV below.

III. Eligibility. To be eligible for funding with Transportation Surtax Proceeds, Municipal Projects must comply with Section 212.055(1), Florida Statutes, as well as the following eligibility criteria as applicable:

A. Street lighting: Improvements to lighting systems along a public road that are ancillary to road improvements and illuminate the right-of-way for vehicles, pedestrians, and bicyclists, are eligible projects. Such lighting improvements may be a component of the design for a road improvement project that included phases which were funded earlier with a different funding source. A lighting justification report consistent with Broward County and FDOT policies and the criteria outlined in the then-current version of the Florida Greenbook is required for these improvements to be eligible. ~~Such lighting improvements may be a component of the design for a road improvement project that included phases where were funded earlier with a different funding source.~~

B. Drainage: Improvements to a public road stormwater system that address drainage deficiencies are eligible, provided the drainage improvements only address stormwater runoff from a public roadway. A drainage analysis is required for drainage projects and may include the width of the road right-of-way plus up to ten feet on each side of the right-of-way to calculate the eligible size of the stormwater system. Increases to the stormwater system to accommodate a drainage area greater than the eligible size are not eligible. Improvements to address runoff from private roads and/or developments are not eligible.

C. Sound Walls: Improvements that are consistent with the then-applicable FDOT noise decibel level criteria and the Broward County criteria for noise abatement projects are only eligible if the improvements meet all of the following criteria:

- Any requested sound wall is due to a road project that adds through lanes to an existing road, alters the road alignment significantly, or constructs a new road;
- The traffic noise study indicates the projected exterior noise level approaches or exceeds 67 decibels (dBA) or increases the existing noise level by 15 dBA or more; and
- FDOT compliant modeling shows the proposed wall will reduce the noise level at least five (5) dBA with a typical design goal of ten (10) dBA reduction.

D. Fiber-optic: Fiber-optic improvements supporting only communications for the County's public transportation system are eligible, provided that the proposed improvements have received approval from the maintaining and operating agency(ies). A shared conduit that includes use for any purpose other than the County's public transportation system is not eligible for funding through Transportation Surtax Proceeds.

E. Landscaping: Only landscaping improvements within the public road right-of-way that are ancillary to a road improvement project and meet the applicable design criteria are eligible. Such landscaping improvements may be a component of the design for a road improvement project that included phases ~~where~~ which were funded earlier with a different funding source.

F. Parking: Improvements used for park-and-ride or other transit-oriented development parking that serve the public are eligible. Garages directly related to a public transportation project that serve the public are eligible, provided the parking fees do not exceed costs associated with operating and maintaining the facility.

G. Road Improvements: New roads, widening, resurfacing, and repairs of existing roads, pavement markings, signage, guardrails, ADA accommodations, and traffic calming projects are eligible. High-end decorative lighting, decorative road signage, brick pavers, and similar items are not eligible.

IV. Evaluation and Ranking.

A. The MPO's Cycle 1 Evaluation and Ranking of Municipal Capital Projects. The Parties acknowledge and stipulate that, having conducted all reasonable inquiry and performed all reasonable diligence, they are unaware of any facts that would render any of the following statements inaccurate or false:

1. The County's FY2020 and FY2021 funding of FY2020 Approved Projects and Municipal Capital Projects provided for in the County's FY2021 Five-Year Plan are consistent with all of the County's contractual obligations to the Municipalities and the MPO, and such funding was determined after prudent and proper consideration of the MPO's recommendations set forth in **Exhibit A**. The MPO's prioritization and ranking methodology and recommendations to the County were appropriately and validly informed by (a) each MCP's ability to alleviate traffic congestion and improve connectivity; (b) other factors such as shovel-readiness, level of service, incident delay, proximity to transit, population density, employment density, equity, and resiliency, as reflected in **Exhibit B** attached; and (c) the MPO's analysis and points distribution system illustrated in **Exhibit B**.

2. The MPO's evaluation and ranking process completed in February 2020 (a) properly considered all MCPs submitted by the Municipalities to date; (b) ranked the submitted MCPs in order from 1 to 110 in a fair and equitable manner in accordance with each of the Parties' contractual obligations; and (c) was not unfairly affected or tainted in any way, including, without limitation, by any existing or contemplated contractual obligations or entanglements of the MPO as consultant or service provider to one or more of the Municipalities.

3. The combined cost of funding all phases of each of the FY2020 Approved Projects far exceeds the projected aggregate Minimum Annual Guarantee for FY2019, FY2020, and all five Fiscal Years in the FY2021 Five-Year Plan. As a result, phases of FY2020 Approved Projects not scheduled for funding in FY2020 will be funded in one or more of the Fiscal Years in the FY2021 Five-Year Plan or subsequent Five-Year Plans, based on the MPO's FY2020 ranking and funding recommendations and the availability of MAG funds. In addition, statutorily-eligible Cycle 1 Ranked Projects deferred at the request of the Municipality will receive priority for MAG funding as outlined in Section IV.B.1(b) below based on the MPO's FY2020 rankings and funding recommendations. Therefore, it is anticipated that MAG funding for New MCPs may not be available before FY2027.

B. MPO Evaluation and Ranking Process for New Municipal Capital Projects: The MPO will develop, establish, and utilize an evaluation and ranking process (the "New MPO E&R Process") to prioritize the order of funding Municipal Capital Projects within the Minimum Annual Guarantee, which process may not be implemented by the MPO prior to it being approved in writing by the County Administrator. Beginning in 2021, or as soon thereafter as such process has been developed by the MPO and approved by the County Administrator, the New MPO E&R Process shall be the process utilized for evaluation and

ranking of New MCPs, and shall include: (1) a preliminary assessment of the project's eligibility under Section 212.055, Florida Statutes, and Section III of this Second Amendment, which assessments shall be made in consultation with the Transportation Surtax General Counsel and counsel for the applicable Municipality; (2) an annual evaluation of any new applications from Municipalities for MAG funding of MCPs; (3) an evaluation of New MCPs for funding in the then-current fiscal year and the applicable Five-Year Plan, as applicable; (4) an evaluation of the cost estimate provided by the applicable Municipality for each expected phase of the applicable MCP; (5) individualized meetings with each Municipality to evaluate its funding applications, funding needs, funding sources, and project performance; (6) an evaluation and ranking of all MCPs for funding that utilizes the criteria listed in Section IV.B.2 below; and (7) a scoring distribution system for the evaluation and ranking of MCPs substantially the same as or similar to the system illustrated in **Exhibit B**.

1. *MPO's Rankings and Funding Recommendation.* Beginning in 2021, by **June 1** of each year and consistent with the requirements of the New MPO E&R Process provided for herein, the MPO will annually develop and deliver to the MAP Administration: (i) a ranked list of MCPs the MPO recommends for funding in the upcoming Fiscal Year, subject to Section IV.A.3; (ii) recommended schedule for funding applicable phases of annually ranked MCPs; and (iii) recommended funding allocations for ranked MCPs within the MAG for each Fiscal Year of the applicable Five-Year Plan. The funding recommendations referenced in subsections (ii) and (iii) herein must be consistent with regard to the upcoming Fiscal Year with the ranked list of MCPs submitted pursuant to subsection (i) herein.

(a) *Annual MCP Rankings:* Subject to Section 4.B.1(b) below, the MPO shall annually rank all MCPs, including New MCPs, and recommend funding within the MAG for the applicable phase of MCPs based on the criteria in Section IV.B.2. Each MCP (including their subsequent phases) shall be re-evaluated on an annual basis pursuant to the New MPO E&R Process and the criteria stated in Section IV.B.2. The Parties acknowledge and stipulate that the MPO's annual Fiscal Year ranking and funding recommendations for MCPs may vary each Fiscal Year, including based on the other MCPs being evaluated at the time and each MCP's progress and status at the time of each annual evaluation, such that a MCP or subsequent phases of any MCP may be ranked higher or lower in the ranked list in different Fiscal Years.

(b) *Cycle 1 Ranked Project Rankings.* Notwithstanding Section IV.B.1(a), unless expressly provided for otherwise in this Second Amendment, Cycle 1 Ranked Projects shall retain their ranking as assigned by the MPO in FY2020 for all phases of the project, including for subsequent phases. In addition, the MPO's annual ranking and funding recommendations shall prioritize funding for Cycle 1 Ranked Projects, in the order of their original ranking, before New MCPs and lower-ranked Cycle 1 Ranked Projects. As a result, unless the Cycle 1 Ranked MCP is withdrawn or abandoned by the Municipality, subsequently deemed ineligible for Transportation Surtax Proceeds, or

deemed infeasible by the County pursuant to Section V.D., the MPO will assign Cycle 1 Ranked Projects the highest rankings in the annual ranking and funding recommendations, consistent with their originally assigned FY2020 ranking order, until all phases of Cycle 1 Ranked Projects are funded.

(c) *MPO's Funding Recommendations Not to Exceed MAG.* The MPO's annual ranking and funding recommendations shall never exceed the Projected MAG for that Fiscal Year provided in writing to the MPO by the County Administrator. The MPO may provide a supplemental list of additional MCPs it recommends for funding in excess of the MAG only if and to the extent of a written request from the County Administrator. To avoid exceeding the MAG in any Fiscal Year, the MPO may recommend that the County distribute funding allocations for a single phase (e.g., construction) of a large MCP among several Fiscal Years, in which event the MPO shall include such recommended allocations in the proposed Five-Year Plan recommendations. The County, in its sole discretion, may time the funding of that phase of the MCP among multiple Fiscal Years within the MAG.

2. *MPO Evaluation and Ranking Criteria.* The MPO shall annually evaluate, rank, and recommend funding for timely submitted MCPs based exclusively on the criteria stated in subsections (a) and (b) below:

(a) The project's ability to ***alleviate traffic congestion and enhance connectivity*** shall be the MPO's **primary** criteria for evaluating and ranking MCPs for funding and shall be weighted more than the factors in subsection (b) and any other factor in the MPO's scoring distribution and methodology. Factors relevant to the alleviation of congestion and enhancement of connectivity may include, without limitation, the following:

- i. The project's ability to alleviate traffic congestion and enhance connectivity between and among densely populated and highly concentrated employment zones, existing transit services, and multimodal connections;
- ii. The level of service of the connected roadway network;
- iii. Connections to facilities like the proposed project, existing facilities, and existing public-school zones; and
- iv. The project's ability to reduce incident delays such as vehicular, pedestrian, and bicycle accidents.

(b) The following criteria are secondary to the criteria in subsection (a), and shall be weighted less than the factors in subsection (a) and in such order as the MPO deems appropriate:

- i. The project's ability to improve or address an identified resiliency issue on a moderate to highly-vulnerable corridor including, without limitation, considerations of sea level rise and climate change, as set forth in generally accepted studies or reports such as the study titled "Extreme Weather and Climate Change Risk to the Transportation

System in Broward County," or the report titled "2019 Unified Sea Level Rise Projection for Southeast Florida."

- ii. Regional impact including, but not limited to, whether the project is a collaborative effort among municipalities and crosses municipal boundaries;
- iii. The economic impact in socioeconomically underserved areas as further defined by the MAP Administration;
- iv. Demonstrated outreach and public support for the project;
- v. Construction-readiness of the project;
- vi. Whether the proposed project (including any prior phase of the project) was included in the Transportation Plan, the Cycle 1 Ranked Projects, or a prior evaluation and ranking cycle;
- vii. Whether the Municipality has implemented Land Use Policy 2.16.4 by enacting specific regulations including those referenced in Land Use Policy 2.16.4 (applicable only after the Land Use Policy is 2.16.4 is effective);
- viii. Whether the Municipality deems the proposed project its highest-priority MCP; and
- ix. Project timing, cost, and performance (if any) to date, including but not limited to:
 - The proposed project schedule and estimated completion date;
 - The project budget and the estimated total cost of the project (inclusive of all phases);
 - Whether and the extent to which the project leverages state and/or federal funds; and/or
 - Project implementation performance to date (if any) (e.g., how well the project has met its proposed schedule, delivery goals, budget, and CBE goals).

3. *Duration of the MPO Role.* The MPO ILA is currently scheduled to expire on December 31, 2024. If the MPO ILA expires or is terminated, or if the MPO ILA is modified to remove the MPO from the process of evaluation and ranking of MCPs, the County and the Municipalities will negotiate and execute an amendment to this Second Amendment that identifies the individuals or entities to perform the role of evaluating and ranking MCPs at the conclusion of the MPO's service in that role. Notwithstanding Section VII.D below, the MPO's execution of such an amendment will not be required for it to be effective.

C. County Evaluation and Ranking of Municipal R&M Projects.

1. *Cycle 1 Evaluation and Ranking of Municipal R&M Projects.* The Parties acknowledge and stipulate that all Municipal R&M Projects contained in the Transportation Plan for which documentation was properly submitted in FY2020 were

properly and validly reviewed and ranked by the County based upon the factors listed in Section IV.C.2. below, which resulted in the list of 61 ranked MR&MPs. The Parties agree and stipulate that the total cost of the 61 MR&MPs alone exceeded the MAG for FY2019 and FY2020 combined (exclusive of Community Shuttle Service, all MCPs, and any Municipal Project Contingency). The Parties further agree and stipulate that MR&MPs on the ranked list of 61 MR&MPs that were not funded in FY2020 will be funded in future funding cycles, subject to the availability of MAG funds as determined by the County, until all 61 MR&MPs have been funded. The County may begin accepting applications for new MR&MPs after Surtax Funding Agreements have been fully executed for all 61 MR&MPs reviewed and ranked by the County in FY2020.

2. *Evaluation and Ranking Criteria for Municipal R&M Projects.* The County will evaluate and rank MR&MPs based on its assessment of the following criteria:

- (a) The age and condition of the facilities;
- (b) Multimodal components;
- (c) Sustainability components;
- (d) Socio-economic factors (including, without limitation, gas tax revenues distributed, household income, and miles of roadway under municipal jurisdiction);
- (e) Construction-readiness of the project;
- (f) Geographic and equitable distribution of Transportation Surtax Proceeds countywide; and
- (g) Other transportation-related projects occurring or scheduled to occur in the vicinity, including to avoid unnecessary disruption of traffic and inefficient or duplicative work.

The County may re-evaluate and re-rank MR&MPs, in its sole discretion, including MR&MPs previously approved for funding, at any time based on additional information reasonably related to the criteria stated in this Section IV.C.2. and the availability of MAG funding after Community Shuttle Service and Municipal Capital Projects (including any Municipal Project Contingency) are funded in accordance with this Second Amendment.

V. Surtax Proceeds for Municipal Capital Projects.

A. OPPAGA Performance Audit. In 2018, the amount of Transportation Surtax Proceeds estimated during the 30-year levy was approximately \$15.6 billion. Section 212.055, Florida Statutes, which authorizes the levy of the Transportation Surtax, was amended to require, prior to the conducting of the referendum, completion of an independent "performance audit of the program associated with the surtax adoption proposed by the county." The audit was completed and posted on the County's website as required by the statute.

B. The County's Minimum Annual Guarantee and Project Funding.

1. For each Fiscal Year, the annual amount of Transportation Surtax Proceeds allocated to Community Shuttle Service, MCPs, Municipal Project Contingency, and MR&MPs must be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Each Fiscal Year, the County will utilize the MAG for that Fiscal Year (after fully funding Community Shuttle Service) to fund MCPs, in the order as ranked and recommended by the MPO, except as stated in Section V.D below. If there are unallocated MAG funds after funding MCPs as ranked and recommended by the MPO for that Fiscal Year, the County, in its sole discretion, may roll over the unallocated MAG funds and increase the MAG for the next Fiscal Year by the amount of the rollover, or allocate the funds for MR&MPs.

2. Subject to Section V.B.1 and notwithstanding anything else stated in this Second Amendment, the Parties acknowledge and stipulate that the County has no obligation to fund Municipal Projects (inclusive of Community Shuttle Service, MCPs, MR&MPs, and Municipal Project Contingency) in any Fiscal Year in excess of the MAG. In addition, except for FY2019, FY2020, and FY2021 funding allocations for FY2020 Approved Projects, the Parties acknowledge and stipulate that the County may, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the MAG to fund any Municipal Project, whether or not the project has ever been ranked by the MPO, and regardless of any ranking priority the MPO may have assigned to the project. Further, and except as provided for in Section V.B.1, the Parties agree that: (i) the MPO's ranking and funding recommendations do not apply to MCPs the County elects to fund in excess of the MAG; and (ii) the County has complete discretion to fund any such MCPs in excess of the MAG if, and on such terms and conditions, it chooses.

3. Upon the applicable Municipality's written request, the County in its sole discretion may apply funding for a designated phase of an MCP previously recommended by the MPO (e.g., planning or design) to another phase of the same MCP (e.g., construction) if the following conditions are met: (i) the previously recommended phase of the MCP is completed or other circumstances render funding of that phase futile (e.g., the phase was funded with other resources); and (ii) the substituted phase to be funded has been considered statutorily-eligible by the Oversight Board. The funding amount previously recommended by the MPO for the designated phase is the maximum amount that the County will apply to the substituted phase. Any MAG funding reallocated pursuant to this paragraph shall be counted in terms of calculating whether the County has met its MAG funding obligation.

4. The timing and process of funding any MCP shall be consistent with applicable law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Municipal Project unless the County, through the Transportation Surtax General Counsel, after consultation with counsel for the Municipality and after considering the recommendation of the Oversight Board, confirms

the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this Second Amendment to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) a MCP submitted by a municipality not a party to this Second Amendment; or (ii) any project (or element of a project) legally ineligible for Transportation Surtax Proceeds.

C. The County's Annual Budget and Five-Year Plan.

1. *The County's FY2019, FY2020, and FY2021 Approved Budgets.* The Parties agree and stipulate that: (a) funding allocated by the County for Municipal Projects through the effective date of this Second Amendment exceeds the total MAG for FY2019, FY2020, and FY2021 combined and fully satisfies the County's funding obligation for those Fiscal Years; (b) the County's FY2019, FY2020, and FY2021 funding allocations for the FY2020 Approved Projects were for only the stated phase of the respective FY2020 Approved Project; and (c) funding for phases of FY2020 Approved Projects not budgeted for in the FY2021 Five-Year Plan will be funded by the MAG in subsequent Fiscal Years consistent with the MPO's FY2020 rankings and funding recommendations.

2. *Fiscal Year Budgets and Five-Year Plans After FY2021.* For all Fiscal Years after FY2021, in the normal course of the County's annual budget and capital improvement planning process, the County will, through the County Commission, allocate funding for Transportation Surtax Projects for the then-current Fiscal Year and approve a Five-Year Plan for Transportation Surtax Projects. The County will use a team that will include transportation planning, legal, and other professionals to develop Five-Year Plans and Fiscal Year funding recommendations based on the following considerations:

- (a) The MPO's funding recommendations in FY2020 and for subsequent Fiscal Years up to the MAG;
- (b) The County Administrator's annual budget recommendations published by the County in approximately July of each year;
- (c) The Oversight Board's consideration as to statutory eligibility for funding with Transportation Surtax Proceeds pursuant to Section 212.055(1), Florida Statutes;
- (d) Available Transportation Surtax Proceeds;
- (e) Revenue and economic forecasts and analysis;
- (f) Corridor delivery modeling with an aim to achieve responsible and efficient use of Transportation Surtax Proceeds and the mitigation of potential or actual disruption to residents and businesses;
- (g) Requests from Municipalities to reschedule, modify, or combine projects;
- (h) Construction-readiness of each Transportation Surtax Project;
- (i) The ability to leverage state and/or federal funding; and
- (j) Other factors the MAP Administration or the County Commission deems relevant.

3. *The County Commission's Approval and Allocation of Funding for Municipal Projects.* Annually, the MAP Administration will provide to the County Commission for its consideration and approval: (a) a proposed Five-Year Plan which includes at least the Projected MAG funding allocations (after deducting the cost of Community Shuttle Service) for MCPs, by project and Fiscal Year, consistent with the MPO's rankings and MAG funding recommendations for the applicable Fiscal Years; (b) a Fiscal Year budget which includes at least the MAG allocations for Municipal Projects; and (c) its determination as to statutory eligibility of the proposed Transportation Surtax Projects based on the Oversight Board's evaluation. Prior to or simultaneously with its annual presentation to the County Commission, the MAP Administration will notify the Municipalities of the County's proposed Five-Year Plan and the Projected MAG for each Fiscal Year of the Five-Year Plan. The Five-Year Plan will provide for the timing of funding all capital Transportation Surtax Projects and include funding projections over a rolling five-year period. The County has no obligation to fund any MCP in an amount greater than the least of the following: the amount recommended by the MPO, determined statutorily-eligible by the Oversight Board, or the actual cost of the project. As used in this Second Amendment, a Municipal Project (including, as applicable, the designated phase of an MCP) is "funded" when the County Commission approves the allocation of funding for the Municipal Project (or the designated phase of the MCP as applicable) included in the County's then-current Fiscal Year budget. Municipalities will receive funds allocated for MCPs as outlined in Section V.F.

4. *Adjustments to Five-Year Plans.* In the event of a material change in one or more of the factors in Section V.C.2 above, the MAP Administration will (i) make periodic adjustments to the Five-Year Plan consistent with the factors outlined in Section V.D. and, if applicable, present such adjustments to the Oversight Board for its evaluation as to statutory eligibility for funding with Transportation Surtax Proceeds; (ii) present any proposed adjustments to the County Commission for its approval and appropriation of Transportation Surtax Proceeds as the County Commission deems necessary and appropriate; and (iii) in the event Transportation Surtax Proceeds actually received by County exceed the County's projections for that Fiscal Year, the MAP Administration will request additional rankings and recommendations from the MPO to fund additional MCPs and make any necessary proposed adjustments to the MAG funding allocations for that Fiscal Year for the County Commission's approval consistent with subsections (i) and (ii) of this section.

5. *Reimbursements to Municipalities for Eligible Expenditures.* Municipalities may request reimbursement from the County for eligible expenditures under Section 212.055(1), Florida Statutes, and Section of III of this Second Amendment for MCPs included in the then-current Five-Year Plan approved by the County Commission, provided that: 1) the Municipality obtains written approval from the County Administrator of the specific project; 2) the County Commission allocated Transportation Surtax Proceeds for that MCP for the then-current Fiscal Year; and 3) the Municipality

enters into and complies with all terms and conditions of the Surtax Funding Agreement for the applicable project. To the extent permissible under applicable law, the Surtax Funding Agreement may be executed after the expenditures by the Municipality, but must be executed prior to reimbursement, and the provisions of the Surtax Funding Agreement shall govern the eligibility of such expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as approved by the County Commission.

D. The County's Limited Discretion to Fund Municipal Capital Projects Other Than as Ranked by the MPO within the MAG Funding Recommendations. The Parties agree and stipulate that the County may deviate from the MPO's ranking to accelerate or subordinate funding of an MCP within the MAG for the applicable Fiscal Year only when necessary to ensure Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to residents and businesses, in the circumstances set forth herein. The County's deviation from the MPO's ranking order in one Fiscal Year shall not modify the order of priority for funding MCPs in any subsequent Fiscal Year. If the County uses its limited discretion as defined in this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to fund any subordinated MCP within a reasonably prompt time frame once the reason(s) for the deviation as stated in the County's written notice are resolved, subject to the availability of funds within the MAG. The circumstances under which the County may exercise its limited discretion pursuant to this section are limited to the following:

1. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable MCP(s) and the timing of other projects that affect the same or nearby transportation elements to avoid waste;

2. The MCP is scheduled for construction funding for that Fiscal Year but is not construction-ready for any of the following reasons:

- (a) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
- (b) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
- (c) Right-of-way required to construct the project has not been acquired;
- (d) The construction cost estimate is ten percent (10%) higher than the construction cost estimate proposed by the Municipality in its application for funding (after factoring in reasonable inflation);
- (e) The permits required to construct the project have not been obtained;

- (f) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;
- (g) The Municipality's governing body has not adopted a resolution of support confirming its approval for the project to proceed; or
- (h) The Municipality states in writing that it is unable or unwilling to move forward with the project because of opposition from an affected community or inadequate public support for the project.

3. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this Second Amendment; and/or

4. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

In addition, the County may, in its sole discretion, deem a MCP infeasible if it fails to meet the construction-ready requirements listed in Section V.D.2 above within three Fiscal Years after the first day of the Fiscal Year for which the MCP was first scheduled for construction funding. If a project is deemed infeasible, as provided in this Section V.D., the project will be deemed canceled and withdrawn, will lose its ranking, and its allocated funding would then be available to fund other Municipal Projects. A Municipality may elect to submit a new application to the MPO for any MCP deemed infeasible by the County.

E. The County's Discretion to Convert a Municipal Project to a County Project. The County may elect, at any time prior to executing a Surtax Funding Agreement, with the consent of the applicable Municipality(ies), to convert any MCP in the then-current Five-Year Plan to a County project. The County will provide written notice to the Municipality of its intent to convert the MCP to a County project. For any MCP converted to a County project, the funding for the project will not be counted toward the MAG, and the timing of funding the project in the applicable Five-Year Plan will be determined by the County in its sole discretion without regard to the MPO's ranking and funding recommendations.

F. Surtax Funding Agreements. The Municipalities shall receive Transportation Surtax Proceeds from the County for a funded Municipal Project subject to and upon execution of, a Surtax Funding Agreement between the County and the Municipality for each such Municipal Project. Surtax Funding Agreements for MCPs and MR&MPs shall include at least a 30% CBE commitment for the project, unless such requirement is determined inapplicable by the Director of the County's Office of Economic and Small Business Development or is modified or waived by the County Commission.

G. Community Shuttle Service. Subject to the availability of funds, the MAG will be used first to directly and fully fund the reasonable and necessary operating, maintenance, and capital costs of existing Community Shuttle Service and any improved or new Community Shuttle Service, before funding MCPs, Municipal Project Contingency, and

MR&MPs. Funding of Community Shuttle Service is not subject to evaluation or ranking by the MPO. Unless waived by the County, to be eligible for Transportation Surtax Proceeds, the Community Shuttle Service must meet or exceed the standard of 7.1 passengers per revenue service hour per route or such other standard as the County may impose. The County may, in its sole discretion, decrease or increase this standard based on future population and ridership growth. The County's Transportation Department administers the Community Shuttle Service program and allocated Community Shuttle Service funding is included in the Transportation Department's annual Fiscal Year budget. In the event of interruptions due to hurricane or other natural disasters causing Municipality to fail to meet the 7.1 passengers per revenue service hour requirement, County may suspend the ridership criteria. The Community Shuttle Service ridership requirement is suspended until the end of the current declared local state of emergency due to COVID-19.

VI. Additional Requirements. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by the County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds will be consistent with applicable law and with any conditions recommended by the Oversight Board when such recommendations are expressly and formally approved by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project performance data, metrics, measures, and deliverables as may be prescribed by the County.

A. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to audit by the County and the Oversight Board. Any interest earned by a Municipality on any Transportation Surtax Proceeds shall constitute Transportation Surtax Proceeds and may be utilized by the Municipality only in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by the Contract Administrator, a Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

B. Permitting. To decrease public inconvenience and to facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by the County and is in whole or in part within the geographical boundaries of a Municipality, each Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except to the extent of any portion of the work performed by the County that will be owned, operated, and maintained by the Municipality. The waiver shall include, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. The County shall be responsible for ensuring adequate

plan review, inspections, and compliance with State and County standards for work performed by the County. The County shall waive, unless prohibited by applicable state or federal law, all County permitting fees for Municipal Capital Projects and Municipal R&M Projects.

C. Road Closures. Each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by the County, that ensures the County is promptly notified and promptly provided with data reasonably requested by the County regarding all municipal roads in the Municipality that are closed for any reason, including but not limited to construction of Transportation Surtax Projects, other construction, or flooding.

D. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing in the form and content prescribed by the County, including, but not limited to, signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds, utilizing County-approved wording, logos, or other imagery, which branding and marketing will acknowledge the project contributions of the County and the applicable Municipality(ies). The County will work cooperatively with the Municipality(ies) regarding the location of branding and marketing **signage**. The costs for all branding and marketing requested by the County pursuant to this section shall be included in the Transportation Surtax Proceeds allocated for the applicable Municipal Project.

E. Data Collection and Sharing. To the extent requested by the County, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or the Municipality's use of such roads, rights-of-way, properties, or assets. The County shall fund the costs for any such incorporation and placement requested by the County. To the extent that the Municipality controls data collection, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by the County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable project, to the extent requested by the County, each Municipality shall provide the County any and all access to such data as may be requested by the County, including recurring or real-time access or periodic download.

VII. General Provisions.

A. Term of Agreement. This Second Amendment shall remain in full force and effect until all Transportation Surtax Proceeds allocated by the County to Municipal Projects

have been fully expended by all the Municipalities and thereafter until 90 days after the Oversight Board has completed its review of each applicable Party's final audit.

B. No Impact to Future Levies. Nothing in this Second Amendment shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

C. Funding Limited to Transportation Surtax Proceeds. The County's funding obligations under this Second Amendment shall be met solely through the use of Transportation Surtax Proceeds, and all funding provided by the County under this Second Amendment shall be consistent with applicable law including Section 129.01, Florida Statutes.

D. Amendment. This Second Amendment may be amended by a written document formally approved by the County and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population. The MPO's written approval of any amendment shall only be required if the amendment purports to modify any express obligation of the MPO hereunder. Any amendment approved in accordance with this section shall be binding on all Parties hereto.

E. Governing Law, Venue, and Waiver of Jury Trial. This Second Amendment shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this Second Amendment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS SECOND AMENDMENT, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS SECOND AMENDMENT.**

F. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

G. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this Second Amendment, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this Second Amendment.

H. Notices. In order for a notice to a Party to be effective under this Second Amendment, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed

below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to the County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Current email: bhenry@broward.org

With a copy to: Broward County Attorney
 115 S. Andrews Avenue, Room 423
 Fort Lauderdale, FL 33301
 Current email: ameyers@broward.org

As to Municipality: Manager/Administrator
 Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
 Name, address, and current email provided on signature page

MPO: MPO Executive Director
 100 W. Cypress Creek Road, Suite 650
 Fort Lauderdale, FL 33309
 Current email: stuartg@browardmpo.org

With a copy to: MPO General Counsel
 Weiss Serota Helfman Cole & Bierman
 200 E. Broward Blvd., Suite 1900
 Fort Lauderdale, FL 33301
 Current email: agabriel@wsh-law.com

A Party's notice address may be changed at any time by that Party, provided that Party provides notice of such change consistent with the requirements of this section.

I. Entire Agreement. This Second Amendment constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and supersedes all prior versions of the Interlocal Agreement, the First Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment that is not expressly contained in this Second Amendment. To the extent of any conflict between or among this Second Amendment, the Interlocal Agreement, and the First Amendment (and, with regard to any obligation of the MPO or County under the MPO ILA, to the extent of any conflict between or among

this Second Amendment, the Interlocal Agreement, the First Amendment, and/or the MPO ILA), the provisions of this Second Amendment shall prevail.

J. Headings. The section and subsection headings in this Second Amendment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Second Amendment.

K. Joint Preparation. The preparation of this Second Amendment has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

L. Severability. If any portion of this Second Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this Second Amendment in a manner designed to effectuate the original intent of the Parties.

M. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this Second Amendment.

N. Individual Liability. Except as provided in Section VII.D., each Party agrees and commits to fully comply with the obligations of this Second Amendment for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this Second Amendment shall not constitute a default by any other Party.

O. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date (as defined below) of this Second Amendment, each Party is in full compliance with all terms and conditions of this Second Amendment. To the extent any Party may have a claim for a breach or default of any provision of the Interlocal Agreement, the First Amendment, or this Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases their individual claims.

P. Effective Date. The effective date of this Second Amendment shall be the date of complete execution by the County, the MPO, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to this Second Amendment, and (ii) cumulatively represent more than 50% of the County's total population (the "Effective Date").

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to and Restatement of the Transportation Surtax 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 the 10th day of September, 2020 (Agenda Item 61); the MPO, signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page; and each Municipality signing by and through its authorized officer or official, duly authorized to execute same by official action taken on the date identified on its signature page.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry, County Administrator

____ day of _____, 20__

Print Name of Witness above

Signature

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

Print Name of Witness above

By: _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

By: _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/DRP

Second Amendment to and Restatement Transportation Surtax ILA.doc

~~12/31/2020~~ 01/08/2021

#20-114.00

**SECOND AMENDMENT TO AND RESTATEMENT OF THE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

MPO

By: _____
Gregory Stuart, Executive Director

By: _____
_____, Chair

This _____ day of _____ 2020.

This _____ day of _____ 2020.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE MPO ONLY:

By: _____
Alan L. Gabriel, MPO General Counsel
Weiss Serota Helfman Cole & Biermann, P.L.

**SECOND AMENDMENT TO AND RESTATEMENT OF THE
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 2020.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2020

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2020

ATTEST:

Notices:

Municipal Clerk

Approved as to legal form by:

With a copy to:

Municipal Attorney

EXHIBIT A

Cycle 1 Ranked Projects

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
1	Wilton Manors	WILT-006	Roadway Median landscape improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$6,000,000	\$247,711
2	Sunrise	SUNR-025.1	Various Drainage Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$10,000,000	\$5,180,000
3	Pompano Beach	POMP-004	Bay Drive Neighborhood Stormwater Improvements Project	Resiliency Improvements	Construction	YEAR 1-Construction	\$4,290,485	\$1,174,741
4	North Lauderdale	NLAU-007.1	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,998,187	\$1,998,187
5	Weston	WEST-224	Intersection Improvements Royal	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$2,200,000	\$1,612,082
6	West Park	WPRK-004	SW 25 Street Complete Street Improvement	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$1,638,987
7	Coral Springs	CORA-115.1	Emergency Traffic Signals	Signal Enhancement	Construction	YEAR 1-Construction	\$900,000	\$496,917
8	Dania Beach	DANI-019	Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$2,500,000	\$2,191,740
9	Davie	DAVI-003	Davie Rd Improvements Phase 3	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$4,859,167
10	Lauderdale Lakes	LLAK-003	Citywide Community Gateway System	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,500,000	\$1,378,000
11	Tamarac	TAMA-018	Electric Vehicle Charging Stations	Transit	Construction	YEAR 1-Construction	\$500,000	\$436,546
12	Cooper City	COOP-036	Way Finding Signs	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$75,000	\$30,000
13	Hallandale Beach	HALL-026	City-wide Bus Stops Digital Signage	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$520,000	\$513,600
14	Deerfield Beach	DEER-003	Citywide Pedestrian Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$800,000	\$800,000
15	Southwest Ranches	SWRA-032	Drainage Project: SW 50 Street and SW 182 Avenue Drainage	Resiliency Improvements	Construction	YEAR 1-Construction	\$124,000	\$124,000
16	Oakland Park	OAKL-099	Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$330,000	\$330,000
17	Hollywood	HOLL-064	Industrial Park and Corridor Improvements	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$5,000,000	\$5,000,000
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	\$1,075,000	\$1,075,115
19	West Park	WPRK-007	SW 57 Ave & SW 20 Street Traffic Calming Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$200,000	\$163,519
20	Fort Lauderdale	FORT-122	Safety Improvements: NW 15th Ave Mobility Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$2,000,000	\$2,000,000
21	Tamarac	TAMA-003	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Construction	YEAR 1-Construction	\$1,000,000	\$528,902
22	Wilton Manors	WILT-012	Complete Streets	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$629,804
23	Pompano Beach	POMP-006	Kendall Lake Neighborhood Stormwater Improvements	Resiliency Improvements	Construction	YEAR 1-Construction	\$3,772,201	\$3,741,868
24	Hallandale Beach	HALL-005	City-Wide Bus Shelter Improvements	Transit	Construction	YEAR 1-Construction	\$3,000,000	\$2,977,563
25	Davie	DAVI-001	College Ave Phase 2 Widening	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$1,000,000	\$1,000,000
26	Hollywood	HOLL-035	Complete Streets - Hollywood Blvd	Capacity Increase, Widening	Construction	YEAR 1-Construction	\$700,000	\$700,000
27	Lauderdale Lakes	LLAK-015	NW 36 Terrace Improvements	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$750,000	\$863,663
28	Weston	WEST-308	Indian Trace Elementary School	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$150,000	\$319,086
29	Wilton Manors	WILT-007.1	Parking	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$15,000,000	\$849,475
30	Weston	WEST-307	City-wide Wayfinding Signage Program	Landscaping, Hardscape, Signage, Lighting	Construction	YEAR 1-Construction	\$1,056,000	\$232,739

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
31	Tamarac	TAMA-014	Traffic Control Devices	Signal Enhancement	Construction	YEAR 1-Construction	\$500,000	\$445,817
32	Fort Lauderdale	FORT-162	Street Lighting: NW 15Th Avenue	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$996,668
33	Wilton Manors	WILT-013	Electronic Message Boards / Wayfinding	Bicycle Pedestrian Infrastructure	Construction	YEAR 1-Construction	\$1,000,000	\$639,650
34	Miramar	MIRA-004	Miramar Parkway Extension to Pembroke Road	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$25,000,000	\$760,000
35	Miramar	MIRA-002	Pembroke Road Expansion from SW 184th Avenue to 200th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$31,000,000	\$1,510,000
36	Miramar	MIRA-001	Pembroke Road Expansion from SW 160th Avenue to 184th Avenue	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$28,900,000	\$2,270,000
37	Miramar	MIRA-003	Pembroke Road Expansion from SW 200th Avenue to US-27	Capacity Increase, Widening	Design	YEAR 1-Design Regional Network	\$8,000,000	\$1,390,000
38	Fort Lauderdale	FORT-108	Safety Improvements: Andrews Ave	Capacity Increase, Widening	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
39	Oakland Park	OAKL-023	City-Wide Mast Arm Conversion	Signal Enhancement	Design	YEAR 1-Design	\$7,875,000	\$945,000
40	Coral Springs	CORA-097	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
41	Coconut Creek	COCO-024	New Bus Shelters/Replacement Bus Shelters	Transit	Design	YEAR 1-Design	\$3,600,000	\$432,000
42	Pompano Beach	POMP-002	Dixie Hwy/Atlantic Blvd Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$24,860,000	\$2,983,200
43	Hollywood	HOLL-036	Complete Streets - State Rd 7	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
44	Davie	DAVI-016	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	YEAR 1-Design	\$3,000,000	\$360,000
45	Miramar	MIRA-021	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
46	Pembroke Pines	PPIN-039	City Wide Sidewalk Projects	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,431,250	\$132,938
47	West Park	WPRK-002	State Road 7 Pedestrian Lights	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$750,000	\$90,000
48	Lauderdale Lakes	LLAK-006	Comprehensive Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Planning	YEAR 1-Planning	\$850,000	\$25,500
49	Wilton Manors	WILT-009	Bus Benches And Shelters	Transit	Planning	YEAR 1-Planning	\$6,000,000	\$180,000
50	Sunrise	SUNR-055	Pine Island Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,500,000	\$540,000
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$250,000	\$30,000
52	Lauderdale-by-the-Sea	LSEA-005	El Mar Drive Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
53	Weston	WEST-303	Weston Rd Corridor RRR	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$4,900,000	\$588,000
54	Deerfield Beach	DEER-007	FAU Research Blvd. Roadway Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000
55	Cooper City	COOP-035	City Entry Signs And Features	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$175,000	\$21,000
56	Tamarac	TAMA-008	Bike Paths	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$4,500,000	\$135,000
57	Lighthouse Point	LHP-010	Sidewalk/Bike Lane Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$15,000
58	North Lauderdale	NLAU-007.2	Neighborhood Traffic Calming Program	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$3,001,813	\$360,218
59	Parkland	PARK-008	Construction Of Bike Lanes On Parkside Drive	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
60	Dania Beach	DANI-001	West Dania Beach Blvd Bridge	Capacity Increase, Widening	Design	YEAR 1-Design	\$4,000,000	\$480,000

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
61	Margate	MARG-002	Winfield Blvd. Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$174,000	\$20,880
62	Southwest Ranches	SWRA-021	Drainage Project: SW 61st Court	Resiliency Improvements	Design	YEAR 1-Design	\$100,000	\$12,000
63	Fort Lauderdale	FORT-104	Sidewalks: Sidewalk Program - New Construction	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
64	Oakland Park	OAKL-007	CSX And FEC Crossing Study	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$150,000	\$150,000
65	Coral Springs	CORA-098	New Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$20,000,000	\$600,000
66	Hollywood	HOLL-038	Complete Streets - Johnson St	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$5,000,000	\$150,000
67	Miramar	MIRA-020	Bus Shelter Improvement	Transit	Design	YEAR 1-Design	\$1,200,000	\$144,000
68	Lauderdale Lakes	LLAK-016	NW 50th Avenue Improvements Study & Design	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$500,000	\$500,000
69	Sunrise	SUNR-075	Oakland Park Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,250,000	\$390,000
70	Pompano Beach	POMP-011	PowerLine Road Improvements Project	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$2,734,862	\$328,183
71	Davie	DAVI-012	SW 30th Street Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
72	Coconut Creek	COCO-020	Hillsboro Boulevard Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$563,305	\$67,597
73	Wilton Manors	WILT-003	Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
74	West Park	WPRK-003	SW 48 Avenue Complete Street	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,500,000	\$420,000
75	Weston	WEST-192	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$280,000	\$33,600
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,200,000	\$144,000
77	Deerfield Beach	DEER-005	Pioneer Grove Improvements-Pedestrian Lighting	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,000,000	\$240,000
78	Lighthouse Point	LHP-009	Traffic Calming	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,000,000	\$30,000
79	Pembroke Pines	PPIN-021	Privacy Wall - Sheridan Street	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,350,000	\$162,000
80	North Lauderdale	NLAU-008	Sound Walls SW 64 Ter Sidewalks, Traffic Calming	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
81	Cooper City	COOP-024	Storm Water Drainage Improvement	Resiliency Improvements	Design	YEAR 1-Design	\$2,400,000	\$288,000
82	Parkland	PARK-002	Lox Road Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,600,000	\$312,000
83	Margate	MARG-047	City Bicycle/Pedestrian Greenway System	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,000,000	\$120,000
84	Southwest Ranches	SWRA-022	Drainage Project: Green Meadows	Resiliency Improvements	Design	YEAR 1-Design	\$43,000	\$5,160
85	Tamarac	TAMA-001	Multimodal Connectivity Plan	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$120,000	\$120,000
86	Lauderdale-by-the-Sea	LSEA-035	Bike Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$3,000,000	\$360,000
87	Dania Beach	DANI-017	SE Stormwater Drainage System	Resiliency Improvements	Design	YEAR 1-Design	\$7,212,000	\$865,440
88	Fort Lauderdale	FORT-113	Safety Improvements: SE 3rd Ave	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$1,500,000	\$45,000
89	Coral Springs	CORA-102	Bus Shelter Repair And Replacement	Transit	Design	YEAR 1-Design	\$375,000	\$45,000
90	Miramar	MIRA-025	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,100,000	\$252,000

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
91	Sunrise	SUNR-061	Oakland Park Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$6,000,000	\$720,000
92	Oakland Park	OAKL-025	Oakland Park Blvd Gateway	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
93	Lauderdale Lakes	LLAK-018	NW 36 St Improvements	Landscaping, Hardscape, Signage, Lighting	Design	YEAR 1-Design	\$1,000,000	\$120,000
94	Hallandale Beach	HALL-019	NW/SW 8th Ave Complete Street Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,500,000	\$180,000
95	Davie	DAVI-014	Nova Dr Improvements	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,800,000	\$336,000
96	Coconut Creek	COCO-016	Sample Road Multi-Purpose Path	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,755,000	\$330,600
97	West Park	WPRK-008	SW 21st Street Complete Street Improvement	Traffic Circle, Speed Tables, Intersection Improvement	Design	YEAR 1-Design	\$2,000,000	\$240,000
98	Weston	WEST-193	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$2,800,000	\$336,000
99	Pompano Beach	POMP-013	Riverside Drive Improvements Project	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$5,928,768	\$711,452
100	Wilton Manors	WILT-015	Intersection Improvements (Gateway Design)	Landscaping, Hardscape, Signage, Lighting	Planning	YEAR 1-Planning	\$13,200,000	\$396,000
101	Deerfield Beach	DEER-006	Pioneer Grove Improvements-Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$500,000	\$60,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	\$750,000	\$90,000
103	Cooper City	COOP-042	Storm Water Improvements	Resiliency Improvements	Design	YEAR 1-Design	\$1,600,000	\$192,000
104	Pembroke Pines	PPIN-038	Pines Blvd-Ingress/Egress-Holly Lake	Capacity Increase, Widening	Design	YEAR 1-Design	\$2,300,000	\$276,000
105	Lighthouse Point	LHP-011	Sidewalk Construction	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$750,000	\$22,500
106	Parkland	PARK-007	Traffic Light - Hillsboro Boulevard And University DR	Signal Enhancement	Design	YEAR 1-Design	\$600,000	\$72,000
107	Margate	MARG-033	Firefighters Pk-Winfield Blvd. Bridge	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$200,000	\$24,000
108	Southwest Ranches	SWRA-037	Drainage Project: Dykes Road and SW 51st Manor	Resiliency Improvements	Design	YEAR 1-Design	\$300,000	\$36,000
109	Hollywood	HOLL-056	Transportation/Traffic Calming - Dist. 5	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$833,333	\$100,000
110	Tamarac	TAMA-021	Crosswalks	Bicycle Pedestrian Infrastructure	Planning	YEAR 1-Planning	\$3,000,000	\$90,000
Fiscal Year 2020 Total							\$414,903,204	\$72,016,813
Projects ranked 111 through 510 below have not been evaluated for funding readiness. Additional evaluation and analysis will be required.								
111	Fort Lauderdale	FORT-110	Safety Improvements: Andrews Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,500,000	
112	Fort Lauderdale	FORT-067	Bike Lanes: Flagler Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
113	Hollywood	HOLL-037	Complete Streets - US 1	Bicycle Pedestrian Infrastructure	Construction	RANK	\$6,000,000	
114	Fort Lauderdale	FORT-188	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	
115	Fort Lauderdale	FORT-107	Safety Improvements: NW 7th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,800,000	
116	Fort Lauderdale	FORT-139	Safety Improvements: Sistrunk Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$12,000,000	
117	Fort Lauderdale	FORT-152	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$15,000,000	
118	Fort Lauderdale	FORT-164	Street Lighting: Andrews Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
119	Fort Lauderdale	FORT-189	Roadway Improvements: US 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
120	Fort Lauderdale	FORT-168	Street Lighting: Las Olas Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
121	Fort Lauderdale	FORT-065	Bike Lanes: Lauderdale	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
122	Fort Lauderdale	FORT-169	Street Lighting: US 1/Federal Highway	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
123	Fort Lauderdale	FORT-166	Street Lighting: SE/NE 3rd Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
124	Oakland Park	OAKL-001	Prospect Road Corridor Enhancement	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,559,584	
125	Fort Lauderdale	FORT-187	Roadway Improvements: SE 17th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$15,000,000	
126	Fort Lauderdale	FORT-163	Street Lighting: NW 7th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
127	Fort Lauderdale	FORT-124	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
128	Miramar	MIRA-015	Pembroke Road Expansion From Douglas Road To University Drive	Capacity Increase, Widening	NA	SWAP	\$25,300,000	
129	Lauderdale Lakes	LLAK-017	Pedestrian Safety Assessment/Improvements, SR 7 And Oakland Park Blvd	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
130	Hallandale Beach	HALL-001	Atlantic Shores Blvd. Roadway Improvement	Bicycle Pedestrian Infrastructure	SWAP	SWAP	\$335,000	
131	Fort Lauderdale	FORT-138	Safety Improvements: NE 62nd St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
132	Coconut Creek	COCO-017	Sample Road Bike Lane Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,100,000	
133	Fort Lauderdale	FORT-182	Roadway Improvements: Bayview Drive Traffic Calming	Bicycle Pedestrian Infrastructure	Construction	RANK	\$920,000	
134	Fort Lauderdale	FORT-148	Safety Improvements: NE 18th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$6,500,000	
135	Fort Lauderdale	FORT-161	Street Lighting : PowerLine Road/NW 9th Avenue	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
136	Fort Lauderdale	FORT-128	Safety Improvements: Downtown Walkability Project Phases 6-9	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
137	Hallandale Beach	HALL-006	South Old Dixie Highway Conversion Project	Capacity Increase, Widening	HOLD	HOLD	\$5,000,000	
138	Miramar	MIRA-023	SW 68th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
139	Oakland Park	OAKL-008	PowerLine Road Complete Streets	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$1,220,174	
140	Fort Lauderdale	FORT-155	Safety Improvements: I95	Bicycle Pedestrian Infrastructure	Planning	RANK	\$25,000,000	
141	Fort Lauderdale	FORT-149	Safety Improvements: US 1 Tunnel Top Plaza	Traffic Circle, Speed Tables, Intersection Improvement	Construction	RANK	\$2,500,000	
142	Fort Lauderdale	FORT-134	Safety Improvements: SE/SW 17th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,500,000	
143	Fort Lauderdale	FORT-112	Safety Improvements: Andrews Ave	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$799,000	
144	Miramar	MIRA-024	Douglas Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,400,000	
145	Hollywood	HOLL-153	Environmental Resiliency - Dist. 2	Resiliency Improvements	Construction	SWAP	\$1,666,667	
146	Fort Lauderdale	FORT-160	Street Lighting : Sistrunk Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
147	Oakland Park	OAKL-010	Oakland Park Blvd Corridor Improvement	Signal Enhancement	Planning	RANK	\$9,112,500	
148	Fort Lauderdale	FORT-190	Roadway Improvements: A1A	Bicycle Pedestrian Infrastructure	Planning	RANK	\$12,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
149	Fort Lauderdale	FORT-120	Safety Improvements: NW 9th Avenue Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
150	Miramar	MIRA-037	Miramar Boulevard Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
151	Fort Lauderdale	FORT-171	Street Lighting: SE 17th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
152	Sunrise	SUNR-057	Nob Hill Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,650,000	
153	Sunrise	SUNR-074	Nob Hill Road Multi-Use Path	Bicycle Pedestrian Infrastructure	NA	SWAP	\$2,500,000	
154	Fort Lauderdale	FORT-191	Roadway Improvements: I95	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
155	Fort Lauderdale	FORT-115	Safety Improvements: SE 2nd St Traffic Calm/Pedestrian Safety	Bicycle Pedestrian Infrastructure	Design	RANK	\$270,000	
156	Fort Lauderdale	FORT-123	Safety Improvements: Las Olas Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,500,000	
157	Sunrise	SUNR-079	NW 136 Avenue Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
158	Sunrise	SUNR-066	NW 136 Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
159	Oakland Park	OAKL-020	Dixie Highway Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,687,500	
160	Miramar	MIRA-022	SW 64 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
161	Fort Lauderdale	FORT-147	Safety Improvements: NW 62nd St	Bicycle Pedestrian Infrastructure	Construction	RANK	\$4,500,000	
162	Oakland Park	OAKL-026	Floranada Sidewalk Network	Bicycle Pedestrian Infrastructure	Design	RANK	\$368,365	
163	Fort Lauderdale	FORT-154	Safety Improvements: Broward Blvd	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
164	Fort Lauderdale	FORT-097	Sidewalks: NW 62nd St	Bicycle Pedestrian Infrastructure	NA	HOLD	\$194,000	
165	Coconut Creek	COCO-022	Hillsboro Boulevard Bike Lane and Transit Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$4,034,384	
166	Coconut Creek	COCO-004	Pedestrian Lights On Lyons Rd	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$1,000,000	
167	Sunrise	SUNR-062	University Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
168	Fort Lauderdale	FORT-159	Street Lighting: Sunrise Boulevard	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,500,000	
169	Fort Lauderdale	FORT-192	Roadway Improvements: Las Olas Boulevard	Bicycle Pedestrian Infrastructure	Design	RANK	\$37,000,000	
170	Oakland Park	OAKL-005	Oakland Park Elementary School Sidewalk Network	Bicycle Pedestrian Infrastructure	Construction	HOLD	\$2,036,000	
171	Hallandale Beach	HALL-027	NE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
172	Davie	DAVI-004	Davie Rd Improvements Phase 4	Capacity Increase, Widening	Design	RANK	\$4,000,000	
173	Hallandale Beach	HALL-016	SE/SW 3rd Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$405,000	
174	Fort Lauderdale	FORT-106	Sidewalks: Andrews Ave North	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
175	Fort Lauderdale	FORT-117	Safety Improvements: NE 15th Ave	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
176	Sunrise	SUNR-077	Flamingo Road Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
177	Sunrise	SUNR-067	Flamingo Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,750,000	
178	Fort Lauderdale	FORT-057	Safe Routes To School: Stranahan High	Bicycle Pedestrian Infrastructure	Design	RANK	\$300,000	

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179	Davie	DAVI-020	SW 39 Street Improvements	Capacity Increase, Widening	Design	RANK	\$2,000,000	
180	Miramar	MIRA-006	SW 148th Avenue Expansion From Bass Creek Road To Miramar Parkway	Capacity Increase, Widening	Design	RANK	\$27,300,000	
181	Fort Lauderdale	FORT-165	Street Lighting : Himmarsee Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$1,000,000	
182	Sunrise	SUNR-024	Sunrise Blvd/136 Ave-Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
183	Fort Lauderdale	FORT-150	Safety Improvements: Sunrise Blvd	Capacity Increase, Widening	NA	SWAP	\$12,000,000	
184	Hallandale Beach	HALL-021	Diplomat Parkway	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
185	Oakland Park	OAKL-015	Lloyd Estates Elementary School Safe Routes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,485,217	
186	Fort Lauderdale	FORT-079	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,500,000	
187	Fort Lauderdale	FORT-186	Roadway Improvements: I95 Interchange	Capacity Increase, Widening	Planning	RANK	\$50,000,000	
188	Miramar	MIRA-029	SW 148 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,800,000	
189	Sunrise	SUNR-076	Sunrise Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
190	Sunrise	SUNR-065	Sunrise Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
191	Fort Lauderdale	FORT-078	Bike Lanes: NE 13 St	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,000,000	
192	Sunrise	SUNR-056	Hiatus Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,800,000	
193	Fort Lauderdale	FORT-170	Street Lighting : NW 19th Street	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
194	Fort Lauderdale	FORT-076	Bike Lanes: A1A Parallel Bike Facility	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
195	Oakland Park	OAKL-011	Micro-Transit Circulator	Transit	Design	RANK	\$2,500,000	
196	Sunrise	SUNR-070	SW 14th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
197	North Lauderdale	NLAU-010	Sound Walls Rock Island rd	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$3,000,000	
198	West Park	WPRK-001	County Line Road Extension	Capacity Increase, Widening	NA	SWAP	\$20,000,000	
199	Fort Lauderdale	FORT-114	Safety Improvements: NE 4th Street Improvements	Bicycle Pedestrian Infrastructure	Construction	RANK	\$219,300	
200	Oakland Park	OAKL-009	Dixie Highway Landscape Improvement	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$275,000	
201	Coconut Creek	COCO-019	Wiles Road Bike Lane And Transit Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,887,815	
202	Miramar	MIRA-030	SW 172 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,000,000	
203	Hallandale Beach	HALL-020	Three Islands Boulevard	Bicycle Pedestrian Infrastructure	NA	RANK	\$215,000	
204	Coconut Creek	COCO-015	Atlantic Boulevard Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$5,111,000	
205	Pompano Beach	POMP-007	NW 3rd Avenue Improvements Project	Capacity Increase, Widening	Design	RANK	\$8,722,110	
206	Fort Lauderdale	FORT-109	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$3,500,000	
207	Parkland	PARK-016	Street Lighting - Hillsboro Boulevard At Holmberg Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
208	Davie	DAVI-019	SW 36 St Road Widening	Capacity Increase, Widening	Design	RANK	\$5,000,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
209	Coconut Creek	COCO-018	Wiles Road Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$480,113	
210	Miramar	MIRA-014	Miramar Boulevard Expansion From Hiatus Road To Flamingo Road	Capacity Increase, Widening	Design	RANK	\$25,000,000	
211	Fort Lauderdale	FORT-173	Street Lighting: East Las Olas Street Lights	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
212	Miramar	MIRA-036	SW 145 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
213	Sunrise	SUNR-072	Commercial Blvd Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
214	Sunrise	SUNR-052	Commercial Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
215	Miramar	MIRA-033	Miramar Parkway Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,700,000	
216	Oakland Park	OAKL-021	NE 12 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,096,000	
217	Deerfield Beach	DEER-004	Martin Luther King Jr. Blvd. Complete Streets Lane Elimination	Bicycle Pedestrian Infrastructure	NA	RANK	\$1,500,000	
218	Fort Lauderdale	FORT-167	Street Lighting: NE 15th Avenue	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
219	Sunrise	SUNR-022	Oakland Park/Nob Hill Road-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
220	Coral Springs	CORA-112	Downtown DRI Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$4,000,000	
221	Sunrise	SUNR-064	Sunrise Lakes Blvd Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,300,000	
222	Sunrise	SUNR-020	Oakland Park/University-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
223	Miramar	MIRA-009	Extension EB Right Turn lane on Miramar PKWY, Dykes Rd. to I-75 SB Ramp	Capacity Increase, Widening	Construction	RANK	\$600,000	
224	Miramar	MIRA-057	Additional North Bound Right Turn Lane-Dykes Road	Capacity Increase, Widening	Design	RANK	\$305,000	
225	Pompano Beach	POMP-001	A1A Undergrounding Overhead And Streetscape Project	Resiliency Improvements	NA	HOLD	\$16,940,366	
226	Miramar	MIRA-034	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,400,000	
227	Miramar	MIRA-026	Monarch Lakes Blvd. Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,900,000	
228	Davie	DAVI-002	College Ave Phase 3 Widening	Capacity Increase, Widening	Design	RANK	\$4,000,000	
229	Miramar	MIRA-011	Bass Creek Road Expansion From SW 148th Avenue To SW 172nd Avenue	Capacity Increase, Widening	Design	RANK	\$35,000,000	
230	Miramar	MIRA-005	Miramar Boulevard Expansion From Palm Avenue To Douglas Road	Capacity Increase, Widening	NA	SWAP	\$25,000,000	
231	Hallandale Beach	HALL-007	SE 1st Ave Lane Elimination And Complete Street	Bicycle Pedestrian Infrastructure	Design	RANK	\$395,000	
232	Fort Lauderdale	FORT-029	Intersection Improvements: Sunrise Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,400,000	
233	Sunrise	SUNR-078	NW 8th Street Multi-Use Path	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
234	Hallandale Beach	HALL-018	SE 9th Street Fec Rail Crossing Realignment	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,700,000	
235	West Park	WPRK-010	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
236	Fort Lauderdale	FORT-056	Safe Routes To School: Walker Elementary	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
237	Miramar	MIRA-028	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$3,300,000	
238	Sunrise	SUNR-017	Panther Parkway Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
239	Weston	WEST-304	Royal Palm Blvd RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,730,000	
240	Sunrise	SUNR-033	Commercial Blvd Median Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$500,000	
241	Hallandale Beach	HALL-015	Old Federal Highway & SE 3rd Street Safety Project	Capacity Increase, Widening	Design	RANK	\$25,000	
242	Fort Lauderdale	FORT-059	Safe Routes To School: Fort Lauderdale High	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
243	Coconut Creek	COCO-014	Johnson Road Greenway	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	
244	Fort Lauderdale	FORT-137	Safety Improvements: NE 56th St	Bicycle Pedestrian Infrastructure	Planning	RANK	\$4,000,000	
245	Sunrise	SUNR-018	136 Ave/New River Greenway Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
246	Hallandale Beach	HALL-023	County Line Road/ SW 11th St	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
247	Pompano Beach	POMP-009	Oceanside Garage Project	Capacity Increase, Widening	Design	RANK	\$28,845,068	
248	Fort Lauderdale	FORT-153	Safety Improvements: Oakland Park Blvd	Capacity Increase, Widening	Planning	RANK	\$1,000,000	
249	Weston	WEST-312	South Post Road - Bike Lane Buffer Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
250	Coconut Creek	COCO-028	Fiber Optic On Wiles Road From Station 20 To Coral Springs Fire Station	Fiber	Design	RANK	\$210,000	
251	Pembroke Pines	PPIN-032	Widening Pines Blvd (184th Ave - US 27)	Capacity Increase, Widening	NA	SWAP	\$10,700,000	
252	Weston	WEST-187	Emerald Estates Dr. Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$249,700	
253	Weston	WEST-302	Indian Trace & 160th Ave Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
254	West Park	WPRK-005	SW 36 Street Traffic Calming Improvements From SW 32 To SW 48 Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,500,000	
255	Hallandale Beach	HALL-017	SE 4th Street Facility Extension	Capacity Increase, Widening	Design	RANK	\$260,000	
256	Pompano Beach	POMP-008	NW Roadways Improvements Project	Capacity Increase, Widening	Design	RANK	\$1,822,842	
257	Sunrise	SUNR-014	Bus Stop & Bus Shelter Improvements	Transit	Design	RANK	\$2,500,000	
258	Fort Lauderdale	FORT-177	Street Lighting: N Andrews Ave	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$177,000	
259	Davie	DAVI-008	SW 130 Avenue Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
260	Sunrise	SUNR-073	C13 Greenway From Hiatus To City Limits	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,150,000	
261	Fort Lauderdale	FORT-151	Safety Improvements: Sunrise Blvd	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
262	Sunrise	SUNR-059	Springtree Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,400,000	
263	Sunrise	SUNR-023	Oakland Park/Hiatus Road-Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
264	Sunrise	SUNR-019	136 Ave/Sunrise Boulevard-Intersection	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
265	Weston	WEST-184	Bonaventure Blvd Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$3,960,000	
266	Coconut Creek	COCO-021	NW 39th Avenue And Hillsboro Canal Greenway Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$538,543	
267	Lauderdale Lakes	LLAK-002	NW 31st Avenue Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
268	Hallandale Beach	HALL-022	Parkview Drive	Bicycle Pedestrian Infrastructure	NA	RANK	\$75,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
269	Weston	WEST-300	Weston Rd & Griffin Rd Intersection Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$400,000	
270	Fort Lauderdale	FORT-030	Intersection Improvements: Andrew Avenue	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
271	Fort Lauderdale	FORT-127	Safety Improvements: Bayview Drive Traffic Circle At Yacht Club Blvd	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$775,000	
272	Oakland Park	OAKL-012	NE 11th Avenue Corridor Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,366,789	
273	Sunrise	SUNR-063	Sunset Strip/Greenway Connector	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
274	Fort Lauderdale	FORT-028	Intersection Improvements: Bayview Drive	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
275	Davie	DAVI-011	SW 136 Ave Widening	Capacity Increase, Widening	Design	RANK	\$2,000,000	
276	Miramar	MIRA-012	SW 184th Avenue Expansion From Miramar Parkway To Bass Creek Road	Capacity Increase, Widening	Design	RANK	\$6,000,000	
277	Miramar	MIRA-017	Bass Creek Road Expansion From SW 148th Avenue To FL Turnpike	Capacity Increase, Widening	Design	RANK	\$8,500,000	
278	Miramar	MIRA-013	SW 184th Avenue Expansion From Miramar Parkway To Pembroke Road	Capacity Increase, Widening	Design	RANK	\$20,000,000	
279	Sunrise	SUNR-060	Josh Lee Blvd Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,250,000	
280	Fort Lauderdale	FORT-066	Bike Lanes: Bonnet House Trail	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
281	Hallandale Beach	HALL-014	NW 3rd Street Expansion Complete Street Project	Capacity Increase, Widening	Design	RANK	\$1,450,000	
282	Davie	DAVI-015	Oakes Rd Realignment	Capacity Increase, Widening	Design	RANK	\$2,000,000	
283	Weston	WEST-190	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$110,000	
284	Weston	WEST-191	Indian Trace Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
285	Weston	WEST-306	Bonaventure Blvd Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,194,000	
286	Miramar	MIRA-032	SW 184th Avenue Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
287	Deerfield Beach	DEER-008	Crystal Lake Dr. Complete Streets Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$850,000	
288	Sunrise	SUNR-068	Weston Road Bicycle Lanes	Bicycle Pedestrian Infrastructure	NA	HOLD	\$2,000,000	
289	Fort Lauderdale	FORT-027	Intersection Improvements: SE 30 Street	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$700,000	
290	Miramar	MIRA-027	SW 136 Avenue Bike Lane	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,500,000	
291	Sunrise	SUNR-054	Springtree Lakes Drive Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
292	Oakland Park	OAKL-016	NE 13th Avenue Sidewalk Network Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$4,590,000	
293	Sunrise	SUNR-021	Oakland Park/Pine Island-Intersection	Bicycle Pedestrian Infrastructure	Design	RANK	\$5,000,000	
294	Miramar	MIRA-007	County Line Road Expansion From Flamingo Road To Red Road	Capacity Increase, Widening	Design	RANK	\$15,000,000	
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	\$300,000	
296	Lauderhill	LHIL-013	Speed Humps	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,000,000	
297	Tamarac	TAMA-006	Public Transportation Hub (2)	Transit	Planning	HOLD	\$6,000,000	
298	Weston	WEST-305	Saddle Club Road Bike Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,700,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
299	Fort Lauderdale	FORT-135	Safety Improvements: SW 9th Ave	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$2,500,000	
300	Fort Lauderdale	FORT-136	Safety Improvements: SW 15th Ave	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,500,000	
301	Parkland	PARK-010	Construction Of Bike Lanes On Holmberg Road	Bicycle Pedestrian Infrastructure	NA	SWAP	\$600,000	
302	Wilton Manors	WILT-008	Transit Connectivity	Bicycle Pedestrian Infrastructure	Planning	RANK	\$8,000,000	
303	Lauderdale Lakes	LLAK-007	The C13 Bridge Connecting The Northgate Community	Capacity Increase, Widening	Design	RANK	\$1,000,000	
304	Miramar	MIRA-016	Bass Creek Road Expansion From SW 172nd Avenue To SW 184th Avenue	Capacity Increase, Widening	Design	RANK	\$20,000,000	
305	Fort Lauderdale	FORT-132	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase II	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
306	Fort Lauderdale	FORT-133	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase III	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
307	Fort Lauderdale	FORT-131	Safety Improvements: Breakers Avenue Pedestrian Priority Street Phase I	Bicycle Pedestrian Infrastructure	Construction	RANK	\$3,000,000	
308	Coconut Creek	COCO-025	Traffic Calming Devices	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$1,500,000	
309	Lauderdale-by-the-Sea	LSEA-009	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	\$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	\$1,875,000	
312	Davie	DAVI-006	Oakes Rd Expansion	Capacity Increase, Widening	NA	SWAP	\$1,000,000	
313	Weston	WEST-188	Glades Parkway Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$180,000	
314	Davie	DAVI-009	SW 136 Ave / SW 14 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$350,000	
315	Miramar	MIRA-031	Bass Creek Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$800,000	
316	Fort Lauderdale	FORT-058	Safe Routes To School: Our Lady Queen Of Martyrs	Bicycle Pedestrian Infrastructure	Design	RANK	\$200,000	
317	Sunrise	SUNR-053	NE 50th Street Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,000,000	
318	Sunrise	SUNR-058	NW 94th Avenue Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,550,000	
319	Deerfield Beach	DEER-009	A1A Complete Streets Improvements	Bicycle Pedestrian Infrastructure	NA	RANK	\$400,000	
320	Oakland Park	OAKL-024	NW 10 Ave Corridor Improvements	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,650,000	
321	Hallandale Beach	HALL-010	Church Drive Complete Street Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,100,000	
322	Fort Lauderdale	FORT-121	Safety Improvements: Birch Rd Mobility Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
323	Oakland Park	OAKL-003	NE 34 Ct Complete Streets	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,605,200	
324	Sunrise	SUNR-016	Sunset Strip Entrance Improvements	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$3,000,000	
325	Sunrise	SUNR-071	Sawgrass Expressway Greenway	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
326	Hallandale Beach	HALL-009	Diana Drive Extension Project	Bicycle Pedestrian Infrastructure	Design	RANK	\$900,000	
327	Hallandale Beach	HALL-008	Diana Drive Complete Street Project	Bicycle Pedestrian Infrastructure	NA	RANK	\$2,500,000	
328	Coconut Creek	COCO-010	Pedestrian Lighting Throughout City Including Residential Areas	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$600,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
329	Coconut Creek	COCO-009	Pedestrian Sidewalk Lighting For Trails And Greenways Throughout The City	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$2,000,000	
330	Pompano Beach	POMP-012	Riverside Dr And NE 14th Street Causeway Stormwater Improvements	Resiliency Improvements	Design	RANK	\$2,347,387	
331	Oakland Park	OAKL-019	Central Parking Structure For Downtown Coastal Link Station	Capacity Increase, Widening	Design	RANK	\$6,500,000	
332	Pembroke Pines	PPIN-037	Construction Of 208th Ave Road	Capacity Increase, Widening	Planning	RANK	\$2,100,000	
333	Lauderhill	LHIL-017	Gateway Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$500,000	
334	Margate	MARG-021	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
335	Weston	WEST-311	Vista Park Blvd. RRR	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
336	Weston	WEST-195	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$990,000	
337	Weston	WEST-196	Saddle Club Road Roadway Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,210,000	
338	Coconut Creek	COCO-012	Cullum Road Expansion	Capacity Increase, Widening	Design	RANK	\$2,399,000	
339	Coconut Creek	COCO-011	Banks Road Construction	Capacity Increase, Widening	Design	RANK	\$3,400,000	
340	Sunrise	SUNR-031	East Sunrise Master Plan Improvements	Landscaping, Hardscape, Signage, Lighting	NA	RANK	\$10,000,000	
341	Pembroke Pines	PPIN-033	Widening Sheridan (196th To Us 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
342	Weston	WEST-222	Intersection Improvements Manatee	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$440,000	
343	Davie	DAVI-005	Hiatus Rd Improvements	Bicycle Pedestrian Infrastructure	Design	RANK	\$500,000	
344	Miramar	MIRA-035	Pembroke Road Bike Lane	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,500,000	
345	Sunrise	SUNR-069	New River Circle Bicycle Lanes	Bicycle Pedestrian Infrastructure	Design	RANK	\$2,000,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	\$700,000	
347	Pembroke Pines	PPIN-034	Widening Stirling rd. (196th to US 27)	Capacity Increase, Widening	Design	RANK	\$6,900,000	
348	Pembroke Pines	PPIN-031	Pembroke Road Extension To US 27	Capacity Increase, Widening	Design	RANK	\$12,500,000	
349	Margate	MARG-022	Traffic Calming Circle	Traffic Circle, Speed Tables, Intersection Improvement	Design	SWAP	\$500,000	
350	Sunrise	SUNR-013	NW 29th Manor Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
351	Cooper City	COOP-031	Traffic Calming And Streetscape	Bicycle Pedestrian Infrastructure	Design	RANK	\$800,000	
352	Sunrise	SUNR-030	Pump Station No. 8 Improvements	Resiliency Improvements	Design	RANK	\$10,000,000	
353	Weston	WEST-290	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
354	Pompano Beach	POMP-015	US 1 And NE 14th Street Causeway Stormwater Improvements Project	Resiliency Improvements	Construction	RANK	\$2,344,555	
355	Oakland Park	OAKL-018	Mainstreet Drainage	Resiliency Improvements	Design	RANK	\$300,000	
356	Weston	WEST-194	Manatee Isles Drive (36 St) Cul-De-Sac	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$275,000	
357	Coconut Creek	COCO-013	Cullum Road Signal	Signal Enhancement	Design	RANK	\$600,000	
358	Davie	DAVI-007	Orange Dr Corridor Enhancements	Capacity Increase, Widening	Design	RANK	\$1,000,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
359	Parkland	PARK-006	Traffic Light - Parkside Drive And Lox Road	Signal Enhancement	NA	SWAP	\$500,000	
360	Parkland	PARK-004	Street Lighting - Pine Island Road	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$500,000	
361	Parkland	PARK-003	Street Lighting - Hillsboro Boulevard	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,500,000	
362	Weston	WEST-289	Bonaventure Stormwater Improvement	Resiliency Improvements	Design	RANK	\$440,000	
363	Davie	DAVI-013	Flamingo Rd / SW 26 St Intersection	Signal Enhancement	Design	RANK	\$750,000	
364	Weston	WEST-301	Racquet Club Rd & Blatt Blvd Roundabout	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$400,000	
365	Davie	DAVI-010	SW 136 Ave / SW 26 Street Intersection	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
366	Southwest Ranches	SWRA-024	Drainage Project: SW 62nd Street	Resiliency Improvements	Design	RANK	\$70,000	
367	Southwest Ranches	SWRA-025	Drainage Project: SW 59th Court	Resiliency Improvements	Design	RANK	\$70,000	
368	Parkland	PARK-005	Traffic Light - Hillsboro Boulevard And Nob Hill Road	Signal Enhancement	NA	SWAP	\$600,000	
369	Southwest Ranches	SWRA-031	Drainage Project: SW 54th Street Interconnect	Resiliency Improvements	Design	RANK	\$138,000	
370	Southwest Ranches	SWRA-036	Drainage Project: Frontier Trails	Resiliency Improvements	Design	RANK	\$1,000,000	
371	Southwest Ranches	SWRA-033	Drainage Project: SW 49th Court and 202 Avenue	Resiliency Improvements	Planning	RANK	\$135,000	
372	Pompano Beach	POMP-010	Palm Aire Lakes Access Roadway Project	Capacity Increase, Widening	Planning	RANK	\$485,244	
373	Wilton Manors	WILT-016	Parking Structure	Capacity Increase, Widening	NA	SWAP	\$0	
374	Pompano Beach	POMP-005	Innovation District Infrastructure Improvements Project	Capacity Increase, Widening	NA	RANK	\$76,272,192	
375	Hallandale Beach	HALL-004	Replacing Existing Damaged Sidewalk	Bicycle Pedestrian Infrastructure	Design	RANK	\$400,000	
376	Wilton Manors	WILT-001	Sidewalk Connectivity	Bicycle Pedestrian Infrastructure	Design	RANK	\$1,200,000	
377	Fort Lauderdale	FORT-118	Safety Improvements: Sailboat Bend Traffic Mitigation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$271,925	
378	Fort Lauderdale	FORT-144	Safety Project: Coral Ridge C.C. Estates Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
379	Fort Lauderdale	FORT-146	Safety Project: Palm Aire Village West Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
380	Fort Lauderdale	FORT-143	Safety Improvements: Shady Banks Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
381	Fort Lauderdale	FORT-145	Safety Improvements: Twin Lakes North Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
382	Fort Lauderdale	FORT-140	Safety Improvements: Lake Ridge Mobility Master Plan Implementation	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
383	Fort Lauderdale	FORT-141	Safety Improvements: Tarpon River Mobility Master Plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
384	Oakland Park	OAKL-006	Multi-Modal Mobility Plan	Bicycle Pedestrian Infrastructure	Planning	RANK	\$500,000	
385	Hollywood	HOLL-055	Transportation/Traffic Calming - Dist. 4	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
386	Hollywood	HOLL-057	Transportation/Traffic Calming - Dist. 6	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
387	Hollywood	HOLL-052	Transportation/Traffic Calming - Dist. 1	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
388	Hollywood	HOLL-053	Transportation/Traffic Calming - Dist. 2	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
389	Hollywood	HOLL-054	Transportation/Traffic Calming - Dist. 3	Bicycle Pedestrian Infrastructure	Planning	RANK	\$833,333	
390	Lauderdale Lakes	LLAK-019	Citywide Bike Lanes & Pedestrian Safety Improvements Project	Bicycle Pedestrian Infrastructure	Planning	RANK	\$1,500,000	
391	Fort Lauderdale	FORT-126	Safety Improvements: Beach Traffic Management Plan Execution	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,300,000	
392	Fort Lauderdale	FORT-125	Safety Improvements: SE 17th Street Mobility plan Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$2,691,000	
393	Tamarac	TAMA-004	Sidewalk Program	Bicycle Pedestrian Infrastructure	Planning	RANK	\$3,750,000	
394	Fort Lauderdale	FORT-103	Sidewalks: Ada Sidewalk Installation & Replacement	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
395	Fort Lauderdale	FORT-102	Sidewalks: American Disability Act (ADA) Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$5,000,000	
396	Oakland Park	OAKL-022	North Andrews Gardens Corridor Improvements	Bicycle Pedestrian Infrastructure	Planning	RANK	\$7,604,532	
397	Lauderdale-by-the-Sea	LSEA-019	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
398	Lauderdale-by-the-Sea	LSEA-020	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
399	Lauderdale-by-the-Sea	LSEA-021	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
400	Lauderdale-by-the-Sea	LSEA-022	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
401	Lauderdale-by-the-Sea	LSEA-023	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
402	Lauderdale-by-the-Sea	LSEA-024	Neighborhood Sidewalks	Bicycle Pedestrian Infrastructure	NA	HOLD	\$50,000	
403	Lauderdale-by-the-Sea	LSEA-033	A1A Crosswalk	Bicycle Pedestrian Infrastructure	NA	HOLD	\$400,000	
404	Margate	MARG-020	Sidewalk Additions (Various)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
405	Miramar	MIRA-059	Miramar Parkway Streetscape (SW 64 To SW 68)	Bicycle Pedestrian Infrastructure	NA	SWAP	\$1,526,870	
406	Tamarac	TAMA-020	School Zones	Bicycle Pedestrian Infrastructure	NA	HOLD	\$4,000,000	
407	Hallandale Beach	HALL-025	Community Bus Fleet Trolley Modernization	Transit	Design	RANK	\$600,000	
408	Miramar	MIRA-082	Bus Stop Improvements	Transit	Design	RANK	\$1,150,400	
409	Wilton Manors	WILT-011	Community Bus	Transit	NA	HOLD	\$0	
410	Lauderdale-by-the-Sea	LSEA-031	Transportation Service	Transit	NA	HOLD	\$200,000	
411	Cooper City	COOP-048	Bus Shelters	Transit	NA	SWAP	\$400,000	
412	Weston	WEST-186	Bus Stop Improvements	Transit	NA	SWAP	\$700,000	
413	Hallandale Beach	HALL-024	Community Bus Service	Transit	NA	SWAP	\$2,200,000	
414	Sunrise	SUNR-015	Transit And Shuttle Bus Infrastructure	Transit	NA	RANK	\$3,000,000	
415	Tamarac	TAMA-007	Bus Shelters/Crosswalks/Traffic Lights	Transit	NA	HOLD	\$5,000,000	
416	Tamarac	TAMA-022	Rapid Bus System On Sawgrass	Transit	NA	HOLD	\$15,000,000	
417	Fort Lauderdale	FORT-142	Safety Improvements: Victoria Park Master Plan Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
418	Weston	WEST-189	Glades Parkway Roadway Improvements	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$1,800,000	

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Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
419	West Park	WPRK-011	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
420	West Park	WPRK-012	Neighborhood Traffic Calming Improvement Area	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,500,000	
421	Weston	WEST-183	Bonaventure Local Roadways	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$2,857,600	
422	Fort Lauderdale	FORT-116	Safety Improvements: Neighborhood Traffic Calming - Qalert Requests	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
423	Margate	MARG-001	Colonial Drive Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$40,000	
424	Fort Lauderdale	FORT-111	Safety Improvements: Andrews Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$525,000	
425	Lauderhill	LHIL-012	Roundabout Construction Program	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$1,500,000	
426	Tamarac	TAMA-005	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Construction	RANK	\$15,000,000	
427	Fort Lauderdale	FORT-105	Sidewalks: Shade Trees	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
428	Hollywood	HOLL-039	Neighborhood Improvements - Dist. 1	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
429	Hollywood	HOLL-040	Neighborhood Improvements - Dist. 2	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
430	Hollywood	HOLL-043	Neighborhood Improvements - Dist. 5	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
431	Hollywood	HOLL-044	Neighborhood Improvements - Dist. 6	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
432	Hollywood	HOLL-041	Neighborhood Improvements - Dist. 3	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
433	Hollywood	HOLL-042	Neighborhood Improvements - Dist. 4	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$2,500,000	
434	Fort Lauderdale	FORT-156	Safety Improvements: Annual NCIP/BCIP	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
435	Lauderdale Lakes	LLAK-014	Citywide Infrastructure Improvements	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$3,000,000	
436	Pembroke Pines	PPIN-022	City Wide Streetscape	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$4,720,000	
437	Sunrise	SUNR-034	Median Improvements (Citywide)	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$5,000,000	
438	Miramar	MIRA-041	Historic Miramar Drainage Improvements - Phase IV	Resiliency Improvements	Construction	RANK	\$7,500,000	
439	Hollywood	HOLL-065	Industrial Park And Corridor Improvements	Capacity Increase, Widening	Design	RANK	\$5,000,000	
440	Miramar	MIRA-042	Historic Miramar Drainage Improvements - Phase V	Resiliency Improvements	Design	RANK	\$5,000,000	
441	Miramar	MIRA-043	Historic Miramar Drainage Improvements - Phase VI	Resiliency Improvements	Design	RANK	\$28,500,000	
442	Fort Lauderdale	FORT-193	Roadway Improvements: US 1	Capacity Increase, Widening	NA	SWAP	\$4,000,000	
443	Fort Lauderdale	FORT-054	School Zone Safety Improvements: Pine Crest Private School	Bicycle Pedestrian Infrastructure	NA	SWAP	\$150,000	
444	Coconut Creek	COCO-023	Complete Streets Crosswalks on Lyons Rd	Bicycle Pedestrian Infrastructure	NA	SWAP	\$433,000	
445	Miramar	MIRA-056	Historic Downtown Revitalization	Bicycle Pedestrian Infrastructure	NA	SWAP	\$500,000	
446	West Park	WPRK-013	Purchase of a Trolley For Community Bus Services	Transit	NA	MOVED	\$100,000	
447	Coconut Creek	COCO-005	Mainstreet Circulator	Transit	NA	HOLD	\$200,000	
448	Lauderhill	LHIL-003	Bus Transportation Vehicle Replacements	Transit	NA	SWAP	\$330,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
449	Hollywood	HOLL-062	Community Shuttle Buses	Transit	NA	MOVED	\$5,000,000	
450	Coral Springs	CORA-116	Expand Community Bus Service	Transit	NA	MOVED	\$9,000,000	
451	Sunrise	SUNR-027	Various Traffic Calming - Zone B	Traffic Circle, Speed Tables, Intersection Improvement	Design	RANK	\$500,000	
452	Sunrise	SUNR-026	Various Traffic Calming - Zone A	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
453	Sunrise	SUNR-028	Various Traffic Calming - Zone C	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
454	Sunrise	SUNR-029	Various Traffic Calming - Zone D	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$500,000	
455	Fort Lauderdale	FORT-119	Safety Improvements: Neighborhood Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	Planning	RANK	\$3,000,000	
456	Fort Lauderdale	FORT-157	Safety Improvements: SW 31 Ave	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$45,000	
457	Lauderdale-by-the-Sea	LSEA-030	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
458	Lauderdale-by-the-Sea	LSEA-029	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
459	Lauderdale-by-the-Sea	LSEA-025	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
460	Lauderdale-by-the-Sea	LSEA-026	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
461	Lauderdale-by-the-Sea	LSEA-027	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
462	Lauderdale-by-the-Sea	LSEA-028	Traffic Calming	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$125,000	
463	Lauderdale-by-the-Sea	LSEA-034	Traffic Safety Devices	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$700,000	
464	Lauderdale-by-the-Sea	LSEA-037	A1A Median Safety	Traffic Circle, Speed Tables, Intersection Improvement	NA	HOLD	\$1,000,000	
465	Fort Lauderdale	FORT-129	Safety Project: SE 17th St - US 1 To SW 4th Ave Mobility Improvements	Traffic Circle, Speed Tables, Intersection Improvement	NA	SWAP	\$2,500,000	
466	Plantation	PLAN-005	Adaptive Signal Coordination with Broward County	Signal Enhancement	NA	SWAP	\$0	
467	Hallandale Beach	HALL-013	Hallandale Beach Blvd, US 1, Pembroke Rd & A1A Adaptive Signalization	Signal Enhancement	NA	SWAP	\$780,000	
468	Plantation	PLAN-003	Adaptive Signal Coordination With Broward County	Signal Enhancement	NA	SWAP	\$1,112,750	
469	Tamarac	TAMA-016	Adaptive Traffic Control Devices And Traffic Signalization	Signal Enhancement	NA	RANK	\$15,000,000	
470	Fort Lauderdale	FORT-130	Safety Improvements: Downtown Wayfinding & Info Signage	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$280,411	
471	Fort Lauderdale	FORT-176	Street Lighting : Annual New Lighting Infrastructure	Landscaping, Hardscape, Signage, Lighting	Design	RANK	\$10,000,000	
472	Fort Lauderdale	FORT-195	Roadway Improvements: Median Beautification - Entryway Signs	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$145,349	
473	Sunrise	SUNR-007	Street & Pedestrian Lighting - Zone C	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
474	Sunrise	SUNR-008	Street & Pedestrian Lighting - Zone D	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
475	Sunrise	SUNR-005	Street & Pedestrian Lighting - Zone A	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
476	Sunrise	SUNR-006	Street & Pedestrian Lighting - Zone B	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$500,000	
477	Hollywood	HOLL-063	Industrial Park And Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$5,000,000	
478	Tamarac	TAMA-011	Median And Street Landscaping	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$12,000,000	

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Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
479	Fort Lauderdale	FORT-175	Street Lighting : Annual Lighting Retrofit Program	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
480	Tamarac	TAMA-023	Corridor Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
481	Weston	WEST-310	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	Planning	RANK	\$15,000,000	
482	Lauderdale-by-the-Sea	LSEA-014	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
483	Lauderdale-by-the-Sea	LSEA-013	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
484	Lauderdale-by-the-Sea	LSEA-015	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
485	Lauderdale-by-the-Sea	LSEA-016	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
486	Lauderdale-by-the-Sea	LSEA-017	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
487	Lauderdale-by-the-Sea	LSEA-018	Neighborhood Street Lighting	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$60,000	
488	Lauderdale-by-the-Sea	LSEA-036	Parking Guidance	Landscaping, Hardscape, Signage, Lighting	NA	HOLD	\$1,000,000	
489	Weston	WEST-309	Indian Trace Street Lighting Improvements	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,500,000	
490	Lauderhill	LHIL-006	Privacy Walls	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$1,600,000	
491	Pembroke Pines	PPIN-023	City Wide Landscaping - Medians & Swales	Landscaping, Hardscape, Signage, Lighting	NA	SWAP	\$8,000,000	
492	Weston	WEST-260	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
493	Weston	WEST-261	Culvert Improvements	Resiliency Improvements	Design	RANK	\$2,000,000	
494	Wilton Manors	WILT-010	Storm Sewer Line Infrastructure	Resiliency Improvements	Design	RANK	\$4,300,000	
495	Hollywood	HOLL-152	Environmental Resiliency - Dist. 1	Resiliency Improvements	Planning	RANK	\$1,666,667	
496	Hollywood	HOLL-154	Environmental Resiliency - Dist. 3	Resiliency Improvements	Planning	RANK	\$1,666,667	
497	Hollywood	HOLL-155	Environmental Resiliency - Dist. 4	Resiliency Improvements	Planning	RANK	\$1,666,667	
498	Hollywood	HOLL-156	Environmental Resiliency - Dist. 5	Resiliency Improvements	Planning	RANK	\$1,666,667	
499	Hollywood	HOLL-157	Environmental Resiliency - Dist. 6	Resiliency Improvements	Planning	RANK	\$1,666,667	
500	Fort Lauderdale	FORT-174	Street Lighting: High Mast Lighting System	Resiliency Improvements	NA	RANK	\$150,000	
501	Lauderdale-by-the-Sea	LSEA-008	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
502	Lauderdale-by-the-Sea	LSEA-010	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
503	Lauderdale-by-the-Sea	LSEA-011	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
504	Lauderdale-by-the-Sea	LSEA-012	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,000,000	
505	Lauderdale-by-the-Sea	LSEA-007	Drainage Projects	Resiliency Improvements	NA	HOLD	\$1,900,000	
506	Pembroke Pines	PPIN-036	City Wide Signal Conversion To Mast Arms	Resiliency Improvements	NA	SWAP	\$18,450,000	
507	Fort Lauderdale	FORT-062	Fiber Optic Cables: North Shoppes District	Fiber	NA	SWAP	\$350,000	
508	Tamarac	TAMA-013	Fiber Optics	Fiber	NA	RANK	\$3,000,000	

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
509	Tamarac	TAMA-017	Fiber Optics	Fiber	NA	HOLD	\$12,000,000	
510	Wilton Manors	WILT-004	Fiber Optic Installation	Fiber	NA	RANK	\$18,000,000	



RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

Notes:

- (1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
- (2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
- (3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
- (4) Projects with numbers that include ".x" reflect multi-part projects.
- (5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
 - Planning: 3% of the total cost of the project in the Surtax Plan.
 - Design: 12% of the total cost of the project in the Surtax Plan.
 - Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
 - Right-of-way phase costs are project specific.
- (6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of \$70 - \$80 million of the total \$120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

EXHIBIT A-1

Chart 1 and Chart 2 below list the Cycle 1 Ranked Projects that were withdrawn, deferred, or deemed ineligible and therefore not included in the FY2020 Approved Projects.

Chart 1 – Withdrawn or Deferred MCPs

The Cycle 1 Ranked Projects in the table below were withdrawn or deferred at the request of the respective Municipalities.

Ranking	Project Number	Municipality	Comments
#10	LLAK-003	Lauderdale Lakes	Withdrawn/Deferred at City's request
#18	PPRK-002	Pembroke Park	Withdrawn/Deferred at City's request
#70	POMP-011	Pompano Beach	Withdrawn/Deferred at City's request
#72	COCO-020	Coconut Creek	Withdrawn/Deferred at City's request
#79	PPIN-021	Pembroke Pines	Withdrawn/Deferred at City's request
#86	LSEA-035	Lauderdale by the Sea	Withdrawn at City's request
#92	OAKL-025/WILT-015	Oakland Park/Wilton Manor	Withdrawn/Deferred at City's request
#100	WILT-015	Wilton Manors	Removed/Combined with Oakland Park's project OAKL-025
#104	PPIN-038	Pembroke Pines	Withdrawn/Deferred at City's request
#110	TAMA-021	Tamarac	Withdrawn/Deferred at City's request

Chart 2 – Ineligible MCPs

The Cycle 1 Ranked Projects in the table below were deemed ineligible.

Ranking	Project Number	Municipality	Comments
#11	TAMA-018	Tamarac	Ineligible
#29	WILT-007.1	Wilton Manors	Ineligible
#55	COOP-035	Cooper City	Ineligible

EXHIBIT B

Municipal Surtax Project Ranking Evaluation Criteria & Points Distribution

MUNICIPAL SURTAX PROJECT RANKING EVALUATION CRITERIA & POINTS DISTRIBUTION

2/14/2020

	EMPLOYMENT DENSITY	POPULATION DENSITY	TRANSIT	INCIDENT DELAY	LEVEL OF SERVICE	CONNECTION TO EXISTING FACILITIES	EQUITY	RESILIENCY	PROJECT PERFORMANCE
Explanation	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with employment density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on connection to or adjacent to one or more Traffic Analysis Zones (TAZs) with population density areas by percentage, identified by Broward County.	Projects analyzed and awarded points based on total number of existing transit services and multimodal connections within the buffer.	Projects analyzed and awarded points based on the total number of vehicular, pedestrian and bicycle crashes occurring within the buffer during a five-year period.	Projects analyzed and awarded points based on Level of Service (LOS) of connected roadway network.	Projects analyzed and awarded points based on connections to an existing, like or supporting facility / *Projects analyzed and awarded points based on the presence of a Public School(s) within the buffer.	Projects analyzed and awarded points based on the average equity indicator score within the buffer.	Projects analyzed and awarded points based on whether the project improves or addresses an identified resiliency issue on a vulnerable corridor.	Projects analyzed and awarded points based on their implementation performance.
Buffer	[¼ mile]	[¼ mile]	[¼ mile]	[200 ft]	[200 ft]	[200 ft. / *½ mile]	[¼ mile]	[200 ft]	
Factor	ALLEVIATE CONGESTION & ENHANCE CONNECTIVITY				ALLEVIATE CONGESTION	ENHANCE CONNECTIVITY	COMMUNITY EMPHASIS		INTERLOCAL AGREEMENT
Scale	Indicator Points	Indicator Points	Indicator Points	Indicator Points	Indicator Points	Indicator Points	Indicator Points	Indicator Points	Indicator Points
	Top 5% Employment Density 50	Top 5% Population Density 50	BCT Bus Routes- Per Route 8pts/per Cap 80pts	Over 60 incidents within 200 ft 100	LOS F – Forced or breakdown flow 50	Sidewalk project provides new or enhanced connection to an existing sidewalk	Average score >3 20	Within a regionally identified moderate to high vulnerable corridor (Tier 1-3) 20	 TBD
	Between 5%-10% Employment Density 40	Between 5%-10% Population Density 40	Community Shuttles/Microtransit - Within 1/4 mile (Yes) 10	Between 40-59 incidents within 200 ft 80	LOS E – Unstable flow 40	Bike lane project provides new or enhanced connection to an existing bike lane 30	Average score of 2-3 15	Not within a regionally identified moderate to high vulnerable corridor 10	
	Between 10%-15% Employment Density 30	Between 10%-15% Population Density 30	SFRTA Tri-Rail Shuttles - Within 1/4 mile (Yes) 10	Between 20-39 incidents within 200 ft 60	LOS D – Approaching unstable flow 30	Project provides new or enhanced connection to an existing bus stop	Average score of 1-2 15		
	Between 15%-20% Employment Density 20	Between 15%-20% Population Density 20		Between 11-19 incidents within 200 ft 40	LOS C – Stable flow 20	Project provides new or enhanced connection to an existing roadway	Average score of 0-1 10		
	Less than 20% Employment Density 10	Less than 20% Population Density 10		Less than 10 incidents within 200 ft 20	LOS B – Reasonably free flow 10	Within ½ mile of an existing public school 20	Average score of 0 10		
					LOS A 10	Not within ½ mile of an existing public school 10			
	No available LOS data 10								
Source	Broward County Planning and Development Management Division	Broward County Planning and Development Management Division	Broward County Transit Routes SFRTA / Tri-Rail	Signal Four Crash Data for all modes (University of Florida)	FDOT D4 LOS Assessment Report / FDOT LOS Map Package	Based on scope and project description and Broward County Public Schools GIS layer	Broward MPO Transportation Planning Equity Assessment methodology	Broward MPO – Map files from the "Extreme Weather and Climate Change Risk to the Transportation System in Broward County" study	Broward County Mobility Advancement Program Administrator

Work Mix Points:	Capacity Increase, Widening, Bridge	Bicycle Pedestrian Infrastructure	Transit	Intersection Improvement	Signal Enhancement	Landscaping, Hardscape, Signage, Lighting	Resiliency Improvements	Fiber
	50 Points	45 Points	40 Points	35 Points	30 Points	25 Points	20 Points	15 Points



Note:
The Ranking Criteria and Points Distribution for municipal capital surtax projects was developed by the Broward MPO in partnership with the municipalities in Broward County. The MPO's data-driven ranking tool utilizes the evaluation criteria and point distribution in order to rank the municipal capital projects included in the Broward County Transportation Surtax Plan.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY FOR SERVICES TO BE PURCHASED FROM METRIC ENGINEERING, INC., FOR PROFESSIONAL LANDSCAPE ARBORIST SERVICES, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), FOR EACH YEAR THAT THE AGREEMENT IS IN EFFECT; AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

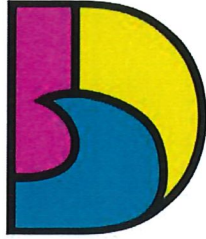
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Metric Engineering Annual Authorization 2022, R-2022- Metric Engineering, Inc. Professional Landscape Arborist Services (CCNA Agreement) to Exceed \$25K, Work Order - Metric Engineering, Inc



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: May 24, 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

SUBJECT: Approval of a resolution to authorize Metric Engineering, Inc. to exceed the annual vendor threshold.

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=c.sosa@danibeachfl.gov, c=US
Date: 2022.05.11 08:37:20 -0400

Request

The Department is requesting City Commission to authorize Metric Engineering, Inc. ("Metric") to exceed the City's \$25,000 annual vendor threshold.

Background

Metric provides the Community Development Department ("Department") professional landscape arborist services for various projects, including site plan review for landscaping tree removal permits, inspections and other arborist services as requested. Metric is prequalified as one of fifteen firms awarded as an approved engineering consultant for continuing contract services under RFQ No. 20-005 per the Consultants Competitive Negotiation Act ("CCNA"). The City Commission approved the list on January 12, 2021, pursuant to RFQ No. 20-005, under Resolution NO. 2021-007.

The Department currently has a purchase order (PO#22-0080) in the amount of \$24,000 for this fiscal year. Due to the increased development and construction activity, the required landscape review and enforcement activities have also increased. In addition, the City recently adopted an Oak Hammock Tree Overlay which required a lot of time and specialized input from Metric's Service Manager, Ryan St. George. It is anticipated that an additional \$45,000 will be needed to provide landscape arborist services through the remaining FY2021/2022.

Budgetary Impact

Funding is available within the Department's annual budget appropriations and in accordance with the City of Dania Beach's purchasing policy for each fiscal year. Funding will be appropriated by a budget transfer in the amount of \$45,000 from General Fund, Professional Services General Account #001-15-01-515-31-10 to Professional Services Engineering Account #001-15-01-515-31-35 and increase purchase order (PO#22-0080) to a total amount of \$69,000.

Recommendation

The Department is requesting City Commission to authorize Metric to exceed the City's \$25,000 annual vendor threshold.

RESOLUTION NO. 2022-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY FOR SERVICES TO BE PURCHASED FROM METRIC ENGINEERING, INC., FOR PROFESSIONAL LANDSCAPE ARBORIST SERVICES, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), FOR EACH YEAR THAT THE AGREEMENT IS IN EFFECT; AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' 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 Twenty-Five Thousand Dollars (\$25,000.00) for a vendor for each fiscal year; and

WHEREAS, the City currently has an agreement with Metric Engineering, Inc., to provide landscape arborist services for Fiscal Year 2021-2022; and

WHEREAS, the Community Development Department will purchase landscape arborist services from Metric Engineering, Inc., during Fiscal Year 2021-2022, which services may exceed the annual Twenty-Five Thousand Dollars (\$25,000.00) City threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, Metric Engineering, Inc. was chosen as one of fifteen (15) firms awarded as an approved engineering consultant for continuing contract services under Request for Qualifications ("RFQ") No. 20-005, per the Consultants Competitive Negotiation Act ("CCNA"); and

WHEREAS, The City Commission approved the list of the fifteen (15) consultants on January 12, 2021, pursuant to Resolution No. 2021-007; and

WHEREAS, the Community Development Department is seeking approval 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 for services for Fiscal Year 2021-2022, provided funding is available and appropriated in the current budget year and made in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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

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

Section 2. That the City Commission authorizes professional services by Metric Engineering, Inc. exceeding the annual amount of the Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

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

Section 4. That 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 24, 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
WORK ORDER**

This is a Work Order, dated September 20, 2021, issued by the City of Dania Beach, Florida (the "City") to Metric Engineering, Inc. (the "Consultant"), in connection with an Agreement dated February 22, 2021, existing between the City and the Consultant, which Agreement is incorporated by this reference.

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

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

ATTEST:

**Thomas
Schneider**

Digitally signed by Thomas
Schneider
DN: cn=Thomas Schneider, o=City
of Dania Beach, ou=City Clerk,
email=tschneider@daniabeachfl.g
ov, c=US
Date: 2021.09.20 14:38:27 -04'00'

THOMAS SCHNEIDER, CMC
CITY CLERK



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

**Ana. M.
Garcia**

Digitally signed by Ana. M. Garcia
DN: cn=Ana. M. Garcia, o=City of Dania
Beach, ou=City Manager,
email=agarcia@daniabeachfl.gov, c=US
Date: 2021.09.20 13:42:35 -04'00'

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

**Thomas J.
Ansbro**

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of
Dania Beach, ou=Legal Department,
email=tansbro@daniabeachfl.gov, c=US
Date: 2021.09.17 14:01:54 -04'00'

THOMAS J. ANSBRO
CITY ATTORNEY

CONSULTANT:

Metric Engineering, Inc.
a Florida Corporation

WITNESSES:

[Signature]
SIGNATURE

Julia Garcia
PRINT Name

[Signature]
SIGNATURE

SILVIA S. DENITEZ
PRINT Name

[Signature]
SIGNATURE

Mariley Perez
PRINT Name

COO
Title

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me on 16th September 2021,
by Mariley Perez as COO of Metric Engineering, a
Florida corporation, on behalf of the corporation. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 3/31/23

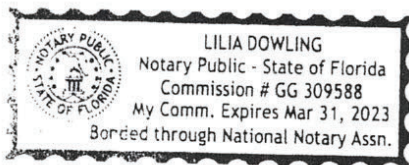


EXHIBIT A

(Description of work to be performed, approximate time frame, cost.)

EXHIBIT "A"

WORK ORDER #1 - SCOPE OF SERVICES

City RFP No.: 2020-005

Term: March 1, 2021 through December 31, 2025

In General: Provide as-needed landscape/arborist support services to the City. Work will be assigned and managed by the City's Planning and Zoning Division in the Community Development Department. Responsibilities and tasks outlined below will be processed in accordance with the time frames/schedule determined by the City and logged/filed in the appropriate City file medium (CAP system, New World, hardcopy etc.).

Responsibilities: Metric's responsibilities to the City under this Work Order will include but not be limited to the following basic activities:

- 1) Review of proposed site plans as part of the City's Development Review Committee.
- 2) Review and processing of Tree Removal Permit applications
- 3) Review and processing of Building Permit applications
- 4) Code Enforcement support
- 5) General administration of Articles 275 (Landscaping), 825 (Tree Preservation), 826 (Overlay District), and related sections of the City's Land Development Code as dictated by each task.

Tasks: Typical tasks to be performed in fulfillment of the above responsibilities include but are not limited to the following:

- 1) review tree surveys, tree removal plans, tree disposition plans, landscape plans, irrigation plans, and site plans;
- 2) conduct pre-construction inspections, interim inspections, and final inspections to verify tree surveys, disposition plans, removal/replacement activities, or landscape installations,
- 3) provide tree mitigation determinations;
- 4) review or prepare specimen tree appraisals and evaluations;
- 5) respond to written or phone inquiries or compliant from residents, property owners/managers, permit applicants, citation respondents, or other interested parties;
- 6) provide technical support and testimony for City code enforcement cases;
- 7) attend development review committee meetings, code enforcement hearings, and project specific meetings on behalf of the City;

EXHIBIT ONE

- 8) maintain/update tree removal/landscape program documents and forms (e.g. landscape manual and tree removal application forms);
- 9) lead or assist with ordinance updates or related code language revisions; and
- 10) consult on City capital projects involving landscape, design, installation, and maintenance, as requested.

Qualifications: Preferred qualifications of the staff under this work order include the following:

- 1) experience with municipal codes, processes, procedures, standards, software (e.g. Bluebeam, New World);
- 2) arborist (CA), landscape inspector (CLI), landscape technician (FCLT), horticultural professional (FCHP), forester (CF), and/or landscape architect (RLA) certifications;
- 3) specific familiarity with the City's administration, geography and environment; and
- 4) availability to attend various City meetings, as needed/requested.

Rates: The hourly rates for Cost Recovery services and Non-Cost Recovery services are as follows:

- 1) Project Manager/Expert Witness (\$160.00)
- 2) Arborist/Senior Reviewer (\$115.00)
- 3) Reviewer (\$85.00)
- 4) Inspector (\$70.00)

Fee: The total fee for the indicated services for each fiscal year is estimated to be approximately \$70,000.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING A ONE YEAR RENEWAL OF A CONTRACT AWARDED PURSUANT TO INVITATION TO BID (“ITB”) NO. 19-009, FOR COMMUNITY BUS TRANSPORTATION SERVICES TO LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2022, IN AN AMOUNT OF FORTY FIVE DOLLARS (\$45.00) PER HOUR; WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$256,500.00) FOR THE YEAR

Purchasing Requests ONLY

Dept:

Acct #:

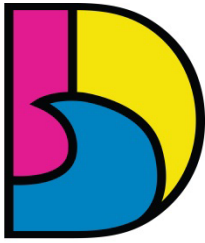
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Limousines of South Florida Bid Renewal ITB 19-009, R-2022-
Limousines of South Florida, Inc. Renewal of Agreement for Community Bus Transportation
Services (ITB 19-009), Limousines of South Florida Agreement for Community Bus
Transportation Services executed



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and City Commissioners

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

VIA: Eric Brown, Parks & Recreation Director 

SUBJECT: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A ONE YEAR EXTENSION OF A CONTRACT AWARDED PURSUANT TO INVITATION TO BID ("ITB") NO. 19-009, FOR COMMUNITY BUS TRANSPORTATION SERVICES TO LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2022, IN AN AMOUNT OF FORTY FIVE DOLLARS (\$45.00) PER HOUR; WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED AND FIFTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$256,500) FOR THE YEAR; PROVIDING FOR CONFLICTS.

REQUEST

To approve a resolution of the City Commission of the city of Dania Beach, Florida, authorizing a one year extension of a contract awarded pursuant to invitation to bid ("ITB") no. 19-009, for community bus transportation services to Limousines of South Florida, Inc., retroactive to February 12, 2022, in an amount of forty five dollars (\$45.00) per hour; with a not to exceed amount of two hundred and fifty-six thousand and five hundred dollars (\$256,500) for the year.

BACKGROUND

The Department of Parks and Recreation put out ITB 19-009 for Community Bus Transportation Services on October 23, 2019. A mandatory pre-bid meeting was held on Thursday, November 7, 2019, and on Friday, November 22, 2019, one bid was received from Limousines of South Florida, Inc. at \$45.00 per hour.

The existing agreement with the City and LSF expired on February 11, 2022. The City and LSF wish to execute the one-year renewal retroactive to February 12, 2022 through February 11, 2023.

As part of the renewal the not to exceed price must be increased from Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00) annually to Two Hundred Fifty-Six Thousand Five Hundred Dollars (\$256,500.00) as the not to exceed budget was incorrectly calculated in the previous agreement and the annual expenditure is expected to be Two Hundred Fifty-Six Thousand Five Hundred Dollars (\$256,500.00).

Budgetary

Funding in the amount of \$222,500.00 is appropriated in FY 2022-2023 Community Bus Services Account, account number 001-72-02-572-31-60. Based on the daily service cost a budget transfer will be needed from account number 001-72-01-572-46-10 (Repair & Maint. Services Equipment) in the amount of \$10,000 and \$8,000 from account number 001-72-01-572-46-50 (Repair & Maint. Services Grounds) into account number 001-72-01-572-31-60, Community Bus Services to cover the additional transportation costs.

RECOMMENDATION

It is recommended that the City Commission approve a resolution of the City Commission of the city of Dania Beach, Florida, authorizing a one year extension of a contract awarded pursuant to invitation to bid ("ITB") no. 19-009, for community bus transportation services to Limousines of South Florida, Inc., retroactive to February 12, 2022, in an amount of forty five dollars (\$45.00) per hour; with a not to exceed amount of two hundred and fifty-six thousand and five hundred dollars (\$256,500) for the year.

RESOLUTION NO. 2022-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A ONE YEAR RENEWAL OF A CONTRACT AWARDED PURSUANT TO INVITATION TO BID (“ITB”) NO. 19-009, FOR COMMUNITY BUS TRANSPORTATION SERVICES TO LIMOUSINES OF SOUTH FLORIDA, INC., RETROACTIVE TO FEBRUARY 12, 2022, IN AN AMOUNT OF FORTY FIVE DOLLARS (\$45.00) PER HOUR; WITH A NOT TO EXCEED AMOUNT OF TWO HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$256,500.00) FOR THE YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida (“City”) advertised Invitation to Bid (“ITB”) No. 19-009, “Community Bus Transportation Services” on the City website, DemandStar and in the Sun-Sentinel newspaper on October 23, 2019; and

WHEREAS, on January 14, 2020, the City Commission awarded the contract to Limousines of South Florida, Inc. (LSF), as the most responsive and responsible proposer for the services, with an option to renew for one year; and

WHEREAS, the existing Agreement between the City and LSF expired on February 11, 2022 and the City and LSF agreed to the one-year renewal, retroactive to February 12, 2022 through February 11, 2023; and

WHEREAS, the cost of this service is Forty-Five Dollars (\$45.00) per hour, not to exceed the annual budgeted amount of Two Hundred Fifty-Six Thousand Five Hundred Dollars (\$256,500.00);

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

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

Section 2. That the proper City officials are authorized to execute a one-year Renewal, in the amount not to exceed Two Hundred Fifty-Six Thousand Five Hundred Dollars (\$256,500.00), a copy of which Renewal Agreement is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference, retroactive to February 12, 2022.

Section 3. That funding for the services provided by this Renewal Agreement is available in the General Fund, Recreation Department, Community Bus Services Account, Account No. 001-72-01-572-31-60; present available funding is in the amount of Two Hundred Twenty-Two Thousand Five Hundred Dollars (\$222,500.00).

Section 4. That a budget transfer will be needed from Account Number 001-72-01-572-46-10 (Repair & Maintenance Services Equipment) in the amount of \$10,000.00 and \$8,000.00 from Account Number 001-72-01-572-46-50 (Repair & Maintenance Services Grounds) into Account Number 001-72-01-572-31-60, Community Bus Services to cover the additional transportation costs.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the Renewal Agreement as are deemed necessary and proper and in the best interest of the City.

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

Section 7. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH,
FLORIDA, AND LIMOUSINES OF SOUTH FLORIDA, INC., A FLORIDA
CORPORATION D/B/A LSF SHUTTLE FOR COMMUNITY BUS SERVICES**

This is First Renewal of an Agreement (the "Renewal"), which Agreement dated February 11, 2020 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Limousines of South Florida, Inc., a Florida corporation d/b/a LSF Shuttle (the "Contractor") for community bus services. A copy of the Agreement is attached as Exhibit "A", which is made a part of and incorporated into this First Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) year up to and including February 11, 2023. This Renewal is retroactive to February 11, 2022.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That the Agreement is renewed and it shall remain in effect up to and including February 11, 2023.
2. That this Renewal is retroactive to February 11, 2022, immediately upon its execution by both parties.
3. The cost of the one (1) year renewal is Forty-Five Dollars (\$45.00) per hour not to exceed the annual budgeted amount of Two Hundred Fifty Six Thousand Five Hundred Dollars (\$256,500.00).
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on

_____, 2022.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA,
INC., a Florida Corporation d/b/a
LSF SHUTTLE

ATTEST:

Signature

Signature

PRINT Name

PRINT Name

TITLE

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2022 by _____,
as _____ of Limousines of South Florida, Inc., a
Florida corporation d/b/a LSF Shuttle. He/she is personally known to me or has
produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT

This is an Agreement, entered into and is effective on February 11, 2020, between **THE CITY OF DANIA BEACH, FLORIDA**, a Florida municipal corporation (the "City"), having an address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and **LIMOUSINES OF SOUTH FLORIDA, INC. d/b/a LSF SHUTTLE**, a Florida corporation (the "Contractor"), having an address of 3300 SW 11th Avenue, Fort Lauderdale, Florida 33315.

This Agreement contains terms and conditions under which the Contractor shall furnish all services necessary for certain public transportation services desired by the City.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged and agreed upon, the parties, intending to be legally bound, agree as follows:

SECTION ONE **DEFINITIONS AND IDENTIFICATIONS**

1.1 Agreement - means this document, Sections 1 through 15, inclusive. Other terms and conditions are included in exhibits and documents and they are expressly incorporated into this Agreement by this reference.

1.2 City - The City of Dania Beach, a municipal corporation of the state of Florida.

1.3 County - Broward County, a political subdivision of the state of Florida.

1.4 Contractor – Limousines of South Florida, Inc. d/b/a LSF Shuttle, Inc.

1.5 Invitation to Bid ("ITB") "The Invitation to Bid-Community Bus Transportation Services, Bid No. 19-009" the terms of which are made a part of and are incorporated into this Agreement by this reference. If there is a conflict between the "ITB" provisions, and the provisions of this Agreement, the terms of this Agreement shall prevail.

1.6 Revenue Service Hour – The hourly amount specified in Section 14 below for transportation services rendered.

SECTION TWO **CONTRACTOR'S SERVICES**

2.1 Contractor agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services described below.

2.2 Contractor shall provide free fare public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to schedules as stated in the Agreement between Broward County and the City of Dania Beach for Public Transportation Services dated October 1, 2019, which is made a part of and is incorporated into this

Agreement by this reference. Contractor shall comply with every term, condition, duty and obligation set forth in the Agreement and with all exhibits attached to it.

2.3 The established service shall be on a fixed route basis with designated intermediate stops, consisting of a minimum of twenty-four (24) hours per week. The public transportation service shall connect with regular County bus routes. The routes for the Community Bus Transportation Services within the City of Dania Beach are shown in Exhibit "A".

2.4 The Contractor shall maintain a minimum average of five (5) passengers per hour of operation on each route operated by the City and Contractor. In the event that Contractor does not maintain such minimum average of passengers, City shall be authorized to immediately terminate this Agreement after notice is provided as specified in Section ten (10) below. County shall assist City and Contractor in their efforts to increase ridership, which may include modification of the routes.

2.5 Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicles provided are being utilized for public transportation and while utilizing any and all routes approved in this Agreement. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.6 Contractor shall at all times during this Agreement comply with the requirements of Broward County Ordinance No. 92-8, pertaining to the maintenance of a Drug Free Work Place Program.

2.7 Insofar as possible, scheduled service shall be coordinated with existing County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing County bus service.

2.8 Contractor shall maintain certain records of information and data in the format prescribed by the County, shall furnish such records to the County on a monthly basis, and shall furnish copies of such records to the City on a monthly basis.

2.9 Contractor shall, at all times, have and maintain in proper working order a dedicated Telecommunications Device for the Deaf (TTY) number.

2.10 Contractor shall at all times during this Agreement comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.

2.11 Contractor agrees that throughout the term of this Agreement that the Broward County Transit ("BCT") logo, City identification and the County assigned identification numbers

shall be conspicuously displayed on the rear of the vehicles at all times and the City logo shall be displayed on both side of all vehicles at all times.

2.12 Contractor agrees that, subject to County approval, should City derive advertising revenues from advertisements displayed on the vehicles, Contractor shall not obtain any revenues from such advertisements.

SECTION THREE **CITY'S SERVICES**

3.1 City shall review all policies established by the Contractor relative to the public transportation services.

3.2 City shall review the service planning, including adjustments to routes, schedules and such other factors that affect the quality of service provided. City shall have the right to require reasonable adjustments to the routes and Contractor agrees to comply with such adjustments in the routes.

3.3 City shall provide Contractor with bus route timetables prepared by Broward County Mass Transit Division sufficient to inform City and County residents, visitors and passengers of service to be made available.

3.4 City, in coordination with County, shall be responsible for designation of transit stops and Contractor shall only use such stops for the authorized route(s).

3.5 City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due.

3.6 City shall lease to Contractor two (2) wheelchair accessible, passenger vehicles, obtained from the County, to be used in regular route service. Such vehicles shall comply with the ADA and all applicable federal and state regulations. The vehicles shall be leased to the Contractor for Ten Dollars (\$10.00) each per year. Prior to the acceptance of the vehicles by Contractor, Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicles by a mechanic designated by the Contractor.

3.7 City shall, if provided to City by County, provide to Contractor the manufacturer's warranties and maintenance shop manuals.

SECTION FOUR **PERFORMANCE STANDARDS**

4.1 The public transportation service described in this Agreement must begin on February 1, 2020.

4.2 Contractor shall complete one hundred percent (100%) of all scheduled trips on a daily basis, subject to delays which are attributable to vehicular accidents and mechanical failure which do not arise due to Contractor's failure to properly maintain the vehicles.

4.3 The Contractor will be responsible for all costs associated with performance under the Contract, including but not limited to supervision, labor, material, minor parts and supplies, equipment, tools, transportation, travel time and shop facilities.

SECTION FIVE **PERSONNEL REQUIREMENTS**

5.1 Contractor shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as day to day liaison with the City.

5.2 Vehicle chauffeurs employed by Contractor during the term of this Agreement shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications as required by the State of Florida and the County. The vehicle chauffeurs shall be required to attend and successfully complete the County's training program prior to operating the vehicles.

SECTION SIX **CONDITION AND MAINTENANCE OF THE VEHICLES**

6.1 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with the County's requirements. All vehicles and required equipment shall be kept in good repair and condition, satisfactory to the City.

6.2 Contractor shall maintain the vehicles in accordance with manufacturer's standards.

SECTION SEVEN **RECORD KEEPING, REPORTING AND AUDITING**

7.1 Contractor shall be required to maintain all project records as requested by the City. Contractor shall permit authorized representatives of City to examine all data and records related to the project or according to the scheduled reporting periods.

7.2 Contractor shall record on a daily basis and report weekly to the City all disruptions in service, late service, vehicle breakdowns, accidents, vehicles out of service/commission and any other incident affecting service.

7.3 Contractor's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Contractor agrees to submit copies of such documentation to City on a weekly basis.

7.4 Contractor's Project Manager shall provide accurate reports on ridership by route and by trip to the City on a monthly basis.

7.5 Records shall be maintained by Contractor. These records shall show details of transactions pertaining to the management, maintenance and operation of the service and all books, accounts and records shall be available for inspection by the City upon demand.

SECTION EIGHT

PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Contractor at least two days prior to the start of the service and are subject to approval by the City.

8.1 An operations manual for the public transportation service which documents all operational procedures and policies, including but not limited to the following:

- (a) Vehicle operating procedures;
- (b) Communications operating procedures;
- (c) Driver conduct rules and regulations;
- (d) Safety procedures;
- (e) Accident procedures;
- (f) Administration and reporting procedures;
- (g) Other operating procedures and policies as required for proper operation of the service;
- (h) Job description for drivers' administrative personnel;
- (i) Maintenance procedures for all vehicles;
- (j) Final system schedules; and
- (k) Training procedures for vehicle drivers.

SECTION NINE

TERM AND TIME OF PERFORMANCE

9.1 The term of this Agreement shall become effective on February 1, 2020, and shall remain in effect for a term of two (2) years. The term of the Agreement may be renewed for one (1) additional one (1) year period upon mutual written agreement by the parties, at the same per hour cost and maximum annual cost as specified in Section Fourteen, below.

The City has the right to exercise its option to renew this Agreement, but is under no obligation to extend or renew it.

SECTION TEN

TERMINATION

10.1 This Agreement may be terminated for cause upon seven (7) days written notice by the party that elected to terminate, if the party in breach has not corrected the cause within seven (7) days after written notice, which notice must identify the cause. This Agreement may also be terminated for convenience by action of the City upon not less than ten (10) days' written notice by the City to the Contractor.

10.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of the City as set forth in this Agreement, failure to protect the public health, safety or welfare, as determined solely by City in the reasonable exercise of its discretion, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

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

10.4 In the event this Agreement is terminated for cause or convenience, the monies paid by the City shall be prorated on a daily basis to the date the Agreement is terminated. Upon being notified of City's election to terminate, Contractor shall refrain from performing further services under the terms of this Agreement. However, upon being notified of City's election to terminate, Contractor acknowledges and agrees that \$10.00 compensation paid by City, the adequacy of which is acknowledged by Contractor, is given as specific and full consideration to Contractor for City's right to terminate this Agreement for cause or convenience.

10.5 In the event this Agreement is terminated, any compensation payable by City shall be withheld until all documents are provided to City pursuant to Section Two and Section Seven of this Agreement.

10.6 Upon termination of this Agreement for whatever reason, Contractor shall return the vehicles leased to the City. Contractor shall return the vehicles to City in the condition they were received at the commencement of this Agreement, normal wear and tear excepted. The Contractor's obligation to return the vehicles to the City in the condition in which they were received shall include the removal of any painting or wrapping of the vehicles for advertisement purposes. Any costs necessary to restore or prepare the vehicles for return to City shall be the sole responsibility of the Contractor. City shall have the right to inspect and to approve the condition of each vehicle prior to acceptance and should the City determine that the vehicles are not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by the City.

SECTION ELEVEN

NOTICES

11.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set forth in this Agreement until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City of Dania Beach:	City of Dania Beach Ana M. Garcia, ICMA-CM, City Manager 100 West Dania Beach Boulevard Dania Beach, Florida 33004
With a Copy to:	City of Dania Beach Thomas J. Ansbrosio, City Attorney 100 West Dania Beach Boulevard Dania Beach, Florida 33004
For Broward County: (courtesy copies of notices)	Director of Mass Transit Division Broward County Mass Transit Division 3201 West Copans Road Pompano Beach, Florida 33069
For Contractor:	Mark Levitt, President Limousines of South Florida, Inc. d/b/a LSF Shuttle 3300 SW 11 th Avenue Fort Lauderdale, Florida 33315

SECTION TWELVE
INDEMNIFICATION

12.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of it, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- (c) liens, claims, actions made by the Contractor or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to Contract or in an attempt to collect monies due or claimed to be due to the City.

12.2 As to County: Contractor agrees to indemnify and hold harmless the County and County's officers, agents, and employees as described in the Agreement attached as Exhibit "B".

SECTION THIRTEEN **INSURANCE**

13.1 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these requirements and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

13.1.1 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as an additional "named" Insured;
- Additional Named Insured status is included for Products and completed operations coverage;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and Copy of Additional Named Insured Endorsement or other endorsements may be attached to the Certificate.

13.2.1 **WORKERS' COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, or any renewal period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined

by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any Services are sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer's Liability Part B shall be in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Hundred Thousand Dollars (\$100,000.00) annual aggregate for disease; and limits of no less than One Hundred Thousand Dollars (\$100,000.00) for disease of an individual employee.

In no event shall the Contractor be permitted to utilize in the prosecution of the work, the following: i) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or ii) any employee, subcontractor or subcontractor employee who will be covered by an employee leasing arrangement.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has the responsibility for notification); and
- Waiver of Subrogation in favor of the City.

13.3.1 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

SECTION FOURTEEN

PAYMENT

14.1 In return for services provided by Contractor and specified in this Agreement, the City agrees to pay Contractor Forty Five Dollars (\$45.00) per hour, per vehicle in operation. In no event shall the amount paid exceed \$222,500.00 in the first year and any renewal year. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vehicles, and City shall not be responsible for payment of any other monies to Contractor under this Agreement. If the cost of fuel exceeds \$4.50 per gallon for a continued (90) day period, the City will consider and negotiate in good faith with the Contractor a rate adjustment.

SECTION FIFTEEN

MISCELLANEOUS

15.1 Assignments. This Agreement, and any interests in it, shall not, in whole or in part, be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement, and all rights of Contractor under this Agreement will terminate.

15.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective, unless contained in a prior written document and executed by the parties.

15.3 The Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination of the foregoing, to adequately and competently perform the duties, obligations and services set forth in this Agreement, and to provide and perform such services to the City's satisfaction.

The Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

15.4 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

15.5 The City and the Contractor agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term of this Agreement.

SECTION SIXTEEN
DEFAULT OF AGREEMENT AND REMEDIES

16.1 In case of any default by Contractor, the City shall notify the Contractor, in writing of such default and direct Contractor to comply with all terms and conditions of this Agreement. If Contractor does not timely cure such default within seven (7) days after notice was sent by City, City may declare a default of this Agreement, and may notify the Contractor of such declaration of default in writing, and terminate the Agreement.

SECTION SEVENTEEN
BANKRUPTCY

17.1 It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Section 9 will be enforced at City's discretion.

SECTION EIGHTEEN
DISPUTE RESOLUTION

18.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

18.2 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

18.3 Operations During Dispute. In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

18.4 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Further, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions to it of both parties.

18.5 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

18.6 Headings. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

18.7 Severability. If any provision of this Agreement or application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

18.8 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

18.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

18.10 Nondiscrimination. The Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; terms and conditions of employment, selection for training, including apprenticeships and accessibility.

18.11 Severance. In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the City or the Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

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

18.13 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, the parties agree that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS OF THE FOREGOING, the City has caused this Agreement to be signed by its Mayor, City Manager, attested by the City Clerk with the corporate seal of the City of Dania Beach, and the Contractor has executed this Agreement effective as of the date set forth above.

ATTEST:





THOMAS SCHNEIDER, CMC
CITY CLERK

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

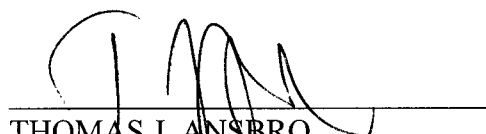


LORI LEWELLEN
MAYOR



ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



THOMAS J. ANSBURO
CITY ATTORNEY

WITNESSES:

RaShonda Maddox
Signature
RaShonda Maddox
PRINT Name

[Signature]
Signature
Martin Paulk
PRINT Name

CONTRACTOR:

LIMOUSINES OF SOUTH FLORIDA,
INC., a Florida Corporation

[Signature]
Signature
Mark Levitt
PRINT Name

Vice President
Title
January 23, 2020
Date

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, on January 23, 2020, by Mark Levitt, as
Vice President of Limousines of South Florida, Inc., a Florida corporation, on
behalf of the corporation. He/she is personally known to me or has produced D/L
as identification.

My Commission Expires:
02-03-2023

Michael R. Clemente
Notary Public, State of FLORIDA
MICHAEL R. CLEMENTE
Print Name

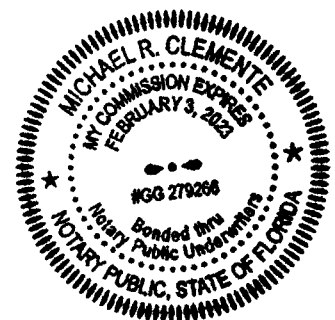


EXHIBIT “A”

INFORMATION

For more information about the City of Dania Beach
Community Shuttle Service routes and connections:

954-924-6800 Ext. 3626

Monday - Friday: 8:30AM - 5PM

Hearing-speech impaired/TTY:

954-925-1388

Visit the City of Dania Beach's web site

www.daniabeachfl.gov

For more information about BCT routes, fares or
connections, call:

BCT Rider Info:

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



Visit Broward County Transit's web site at:

Broward.org/BCT

This publication can be made available in
alternative formats upon request by contacting
954-357-8400 or TTY 954-357-8302.



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and
provider of services.**

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been
subjected to discrimination because of race, color, or national origin,
under any transit program or activity provided by Broward County
Transit (BCT), may call 954-357-8481 to file a Title VI discrimination
complaint or write to Broward County Transit Division, Compliance
Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

DANIA BEACH East Route West Route

**BCT Route 740 East
BCT Route 741 West**



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Community Shuttle Service Routes and Timetables



Effective: April 2014

DANIA BEACH COMMUNITY SHUTTLE ROUTES SERVICE

The City of Dania Beach and Broward County Transit (BCT) have partnered to provide the Dania Beach East and West Routes. This community shuttle service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Dania Beach Routes include: Dania Beach City Hall & Library, Frost Park & Dania Jai Alai, Dania Beach Marina, Antique District Shops, US Post Office, Hotel Complex, Oakwood Plaza, Airport Tri-Rail Station, Sportsman's Park, Patrick J. Meli Park, Hard Rock Hotel and Casino and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze, 4, 6, 12, 15, 16, 18 and 441 Breeze, and the South Florida Education Center (SFEC) Shuttle.

All shuttles on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Dania Beach Community Shuttle Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

EAST ROUTE: Monday Through Saturday: 9AM – 5:30PM

WEST ROUTE: Monday Through Saturday: 9AM – 5:47PM

The Dania Beach East Route operates approximately every 60 minutes, with assigned stops. This route provides service to Dania Beach Marina beginning at 11AM.

The Dania Beach West Route operates approximately every 75 minutes, with assigned stops. This route provides service to Hard Rock Hotel and Casino beginning at 9AM.

Please refer to the timetable and map on the reverse side of this pamphlet. The shuttle will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the shuttle to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Dania Beach Community Shuttle Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the shuttle.

HOLIDAYS

The Dania Beach East and West Routes do not operate on the following holidays observed by City of Dania Beach:

- New Year's Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Dania Beach Community Shuttles. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the shuttle approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the shuttle.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

1,000 copies of this public document was promulgated at a gross cost of \$1,316, or \$1.32 per copy, to inform the public about community shuttle service between Broward County Transit and the City of Dania Beach. 3/19

WEST ROUTE

Dania Beach City Hall	NW 1 ST NW 14 AVE	STIRLING RD COMPLEX PICKUP	OAKWOOD SQUARE K-MART	PARK RD AND SW 55 ST	FLT-AIRPORT TRI-RAIL	GRIFFIN RD & SW 31 AVE PUBLIX	HARD ROCK CASINO SW 54 CT/LUCKY ST	BEL-PLAYLAND- BROWARD	GRIFFIN RD & SW 31 AVE PUBLIX - ARRIVAL	GRIFFIN RD & SW 31 AVE PUBLIX - DEPARTURE	PARK RD AND SW 55 ST	DANIA BEACH CITY HALL
1	2	3	4	5	6	7	8	9	7	7	5	1
9:00a	9:04a	9:07a	9:13a	9:28a	9:33a	9:38a	9:45a	9:48a	9:55a	10:00a	10:03a	10:15a
10:15a	10:19a	10:22a	10:28a	10:43a	10:48a	10:53a	11:00a	11:03a	11:10a	11:15a	11:18a	11:30a
11:30a	11:34a	11:37a	11:43a	11:58a	12:03p	12:08p	12:15p	12:18p	12:25p	12:30p	12:33p	12:45p
12:45p	12:49p	12:52p	12:58p	1:13p	1:18p	1:23p	1:30p	1:33p	1:40p	1:45p	1:48p	2:00p
2:00p	2:04p	2:07p	2:13p	2:28p	2:33p	2:38p	2:45p	2:48p	2:55p	3:00p	3:03p	3:15p
3:15p	3:19p	3:22p	3:28p	3:43p	3:48p	3:53p	4:00p	4:03p	4:10p	4:15p	4:18p	4:30p
4:32p	4:36p	4:39p	4:45p	5:00p	5:05p	5:10p	5:17p	5:20p	5:27p	5:32p	5:35p	5:47p

Bold numbers indicate P.M. hours.

EAST ROUTE

DANIA BEACH CITY HALL	FROST PARK & DANIA JAI ALAI	NE 2 ST & NE 6 AVE DANIA	DANIA BEACH WEINER'S MOBILE PARK	DANIA BEACH BAR AND GRILL	DANIA BEACH & SE 5 AVE BEACHWAY PLAZA	SE 3 AVE & SE 10 ST	SHERIDAN ST & SE 5 AVE ARRIVAL	SHERIDAN ST & SE 5 AVE DEPARTURE	DANIA BEACH BLVD & SE 3 AVE WINN-DIXIE	COMMUNITY HEALTH CTR MEMORIAL HOSPITAL	DANIA BEACH CITY HALL	SAVE-A-LOT & COLLEGE GARDENS COMMUNITY	OAKWOOD SQUARE K-MART	DANIA BEACH CITY HALL
1	2	3	4	5	6	7	8	8	9	10	1	11	12	1
9:00a	9:04a	9:07a	9:10a		9:14a	9:17a	9:21a	9:26a	9:31a	9:36a	9:39a	9:46a	9:52a	9:57a
9:57a	10:01a	10:04a	10:07a		10:11a	10:14a	10:18a	10:23a	10:28a	10:33a	10:36a	10:43a	10:49a	10:54a
10:54a	10:58a	11:01a	11:04a	11:11a	11:16a	11:20a	11:24a	11:29a	11:34a	11:39a	11:42a	11:49a	11:55a	12:00p
12:00p	12:04p	12:07p	12:10p	12:17p	12:22p	12:26p	12:30p	12:35p	12:40p	12:45p	12:48p	12:55p	1:01p	1:06p
1:06p	1:10p	1:13p	1:16p	1:23p	1:28p	1:32p	1:36p	1:41p	1:46p	1:51p	1:54p	2:01p	2:07p	2:12p
2:12p	2:16p	2:19p	2:22p	2:29p	2:34p	2:38p	2:42p	2:47p	2:52p	2:57p	3:00p	3:07p	3:13p	3:18p
3:18p	3:22p	3:25p	3:28p	3:35p	3:40p	3:44p	3:48p	3:53p	3:58p	4:03p	4:06p	4:13p	4:19p	4:24p
4:24p	4:28p	4:31p	4:34p	4:41p	4:46p	4:50p	4:54p	4:59p	5:04p	5:09p	5:12p	5:19p	5:25p	5:30p

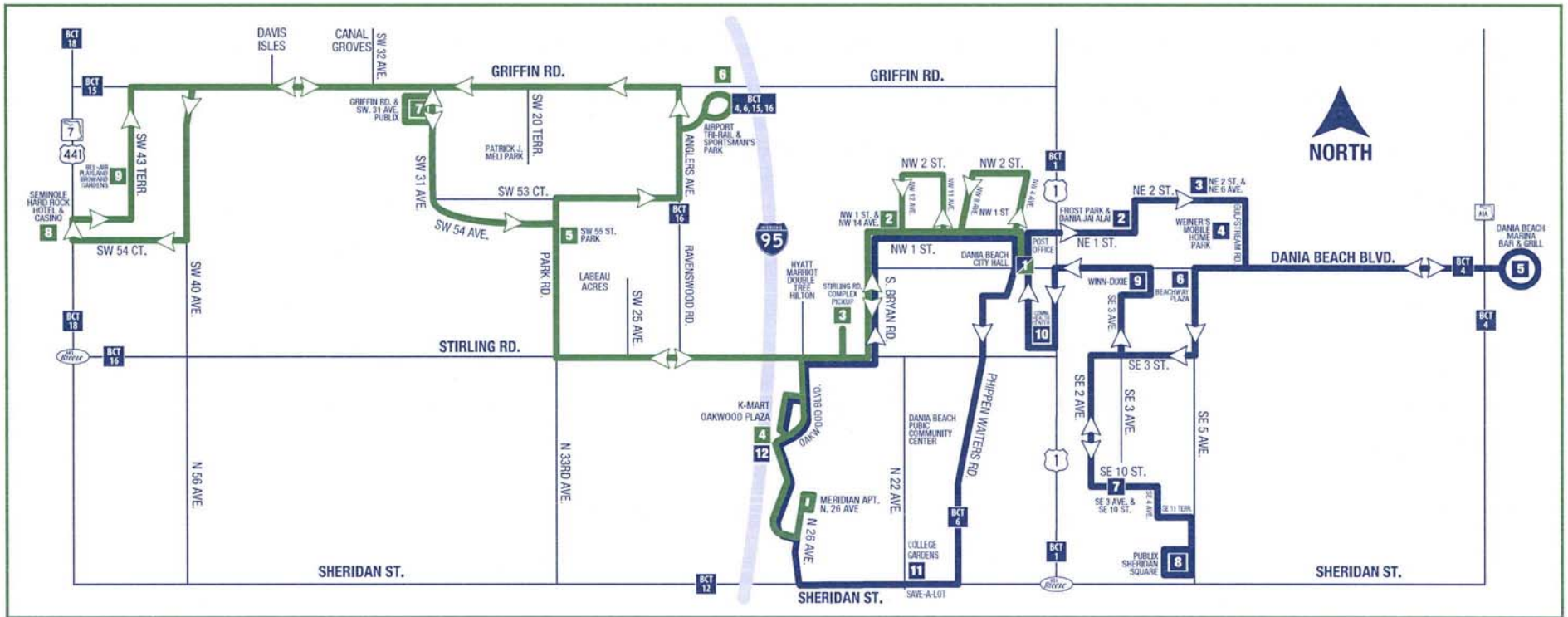


EXHIBIT “B”

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR COMMUNITY SHUTTLE SERVICE

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

RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.
- E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

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

ARTICLE 1. DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

- 1.2 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

- 2.1 **ROUTES.** City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. City acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. City further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate City for any deviations or changes from the Routes established in Exhibit A.

2.4.1 Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

2.5 FARES. If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 City shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

2.6 PUBLIC HEARING REQUIREMENTS. City, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate;

- (2) The date, time, and accessible location of the hearing;
- (3) The location and addressee to whom written comments may be sent; and
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. City shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 Service. City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that

City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require City to authorize the use of any Vehicle(s) leased to City herein by County or any other City that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another City as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. City shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

- 2.13.1 City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.
- 2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.
- 2.13.3 City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

- a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.

2.13.8 City shall:

- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.

2.15.2 City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. Reckless Driving in the last seven (7) years*.
- e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

- 2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:
- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
 - b. Only allow Vehicle(s) to be operated by properly licensed operators.
 - c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
 - d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
 - e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
 - f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
 - g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
 - h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. City shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

- a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.
 - b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 - c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.
- 2.17 DRUG AND ALCOHOL PROGRAM. City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
 - 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
 - 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

- 2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

- 2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed routes;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

- 2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 City shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 City shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

- 2.21 TEXT TELEPHONE ("TTY"). City shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. City shall comply with the following:

- a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to City for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by City, City at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by City.

3.2 REIMBURSEMENT. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

- a. Above or beside the passenger entrance door(s);
- b. On the exterior rear of the Vehicle;
- c. On the exterior front of the Vehicle; and
- d. On the interior of the Vehicle above the front windshield.

- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
 - 3.11.3 City shall maintain all interior signs placed by County.
 - 3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
 - 3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 DAILY CLEANING. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
 - b. Interior windows cleaned;
 - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
 - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
 - e. Upholstered seats are vacuumed;
 - f. Pest control;
 - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
 - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with City's Lost and Found Policy which policy shall comply with Florida law. City's Lost and Found Policy must be approved by the Contract Administrator;
- 3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and City shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of City's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;
- b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City, its employees, agents, or third parties;
- c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by City which was not authorized by County; or
- d. Maintenance performed by City without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to City's use of the AVL/MDC Equipment:

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;
- b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

- e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of forty-two dollars (\$42.00) for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

- 6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
 - 6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
 - 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
 - 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.
 - 6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 6.4 Payment shall be made to City at:

City of Dania Beach
Attn: Billing & Collections
100 W. Dania Beach Blvd
Dania Beach, FL 33004

ARTICLE 7. INSURANCE

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

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

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

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

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

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 City's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

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

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 City shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, City, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

*NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT
Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954) 357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, Florida 33324.*

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. City does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. City does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

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

11.3.1 City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

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

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

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR CITY:

Ana M. Garcia, City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004
agarcia@daniabeachfl.gov

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

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

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

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

11.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

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

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

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

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

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

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

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

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 30th day of August, 2019, and CITY OF Dania Beach, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By

Tamara Brannon

Print Name: **TAMARA BRANNON**

By

Maryanne Darby

Print Name: **MARYANNE DARBY**

BROWARD COUNTY, by and through its County Administrator

By

Bertha Henry
Bertha Henry, County Administrator

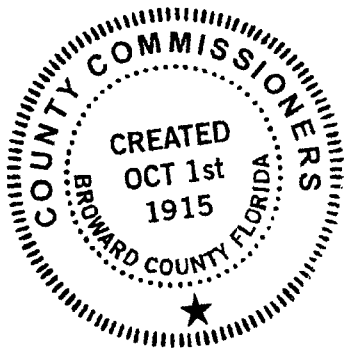
3rd day of October, 2019

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

Angela J. Wallace
Deputy County Attorney

(Date)



AJW:hb
Community Shuttle Form.Standard.doc
08/07/19
19-114.02

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
City of Dania Beach FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:

Thomas Schneider
City Clerk
Thomas Schneider, CMC

CITY OF

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

23 day of September, 2019.

(CORPORATE SEAL)



APPROVED AS TO FORM:

By: Thomas J. Ansbro
City Attorney Thomas J. Ansbro

Exhibit A
Service Schedules, Routes & Maps

INFORMATION

For more information about the City of Dania Beach
Community Shuttle Service routes and connections:

954-924-6800 Ext. 3626

Monday - Friday: 8:30AM - 5PM

Hearing-speech impaired/TTY:

954-925-1388

Visit the City of Dania Beach's web site

www.daniabeachfl.gov

For more information about BCT routes, fares or
connections, call:

BCT Rider Info:

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



Visit Broward County Transit's web site at:

Broward.org/BCT

This publication can be made available in
alternative formats upon request by contacting
954-357-8400 or TTY 954-357-8302.



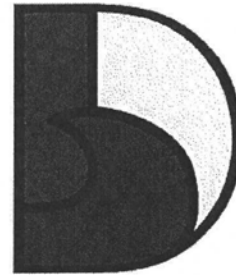
**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and
provider of services.**

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been
subjected to discrimination because of race, color, or national origin,
under any transit program or activity provided by Broward County
Transit (BCT), may call 954-357-8481 to file a Title VI discrimination
complaint or write to Broward County Transit Division, Compliance
Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

DANIA BEACH East Route West Route

**BCT Route 740 East
BCT Route 741 West**



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Community Shuttle Service Routes and Timetables



Effective: April 2014

DANIA BEACH COMMUNITY SHUTTLE ROUTES SERVICE

The City of Dania Beach and Broward County Transit (BCT) have partnered to provide the Dania Beach East and West Routes. This community shuttle service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Dania Beach Routes include: Dania Beach City Hall & Library, Frost Park & Dania Jai Alai, Dania Beach Marina, Antique District Shops, US Post Office, Hotel Complex, Oakwood Plaza, Airport Tri-Rail Station, Sportsman's Park, Patrick J. Mell Park, Hard Rock Hotel and Casino and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze, 4, 6, 12, 15, 16, 18 and 441 Breeze, and the South Florida Education Center (SFEC) Shuttle.

All shuttles on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Dania Beach Community Shuttle Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

EAST ROUTE: Monday Through Saturday: 9AM – 5:30PM

WEST ROUTE: Monday Through Saturday: 9AM – 5:47PM

The Dania Beach East Route operates approximately every 60 minutes, with assigned stops. This route provides service to Dania Beach Marina beginning at 11AM.

The Dania Beach West Route operates approximately every 75 minutes, with assigned stops. This route provides service to Hard Rock Hotel and Casino beginning at 9AM.

Please refer to the timetable and map on the reverse side of this pamphlet. The shuttle will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the shuttle to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Dania Beach Community Shuttle Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the shuttle.

HOLIDAYS

The Dania Beach East and West Routes do not operate on the following holidays observed by City of Dania Beach:

- New Year's Day
- Thanksgiving Day
- Christmas Eve/Day

BIKE RACKS

Bike racks are available on the Dania Beach Community Shuttles. Bike racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the shuttle approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the shuttle.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

1,000 copies of this public document was promulgated at a gross cost of \$1,316, or \$1.32 per copy, to inform the public about community shuttle service between Broward County Transit and the City of Dania Beach. 3/19

WEST ROUTE

1	2	3	4	5	6	7	8	9	7	7	5	1
Dania Beach City Hall	NW 1 ST NW 14 AVE	STIRLING RD COMPLEX PICKUP	OAKWOOD SQUARE K-MART	PARK RD AND SW 55 ST	FLT-AIRPORT TRI-RAIL	GRIFFIN RD & SW 31 AVE PUBLIX	HARD ROCK CASINO SW 54 CT/LUCKY ST	BEL-PLAYLAND- BROWARD	GRIFFIN RD & SW 31 AVE PUBLIX - ARRIVAL	GRIFFIN RD & SW 31 AVE PUBLIX - DEPARTURE	PARK RD AND SW 55 ST	DANIA BEACH CITY HALL
9:00a	9:04a	9:07a	9:13a	9:28a	9:33a	9:38a	9:45a	9:48a	9:55a	10:00a	10:03a	10:15a
10:15a	10:19a	10:22a	10:28a	10:43a	10:48a	10:53a	11:00a	11:03a	11:10a	11:15a	11:18a	11:30a
11:30a	11:34a	11:37a	11:43a	11:58a	12:03p	12:08p	12:15p	12:18p	12:25p	12:30p	12:33p	12:45p
12:45p	12:49p	12:52p	12:58p	1:13p	1:18p	1:23p	1:30p	1:33p	1:40p	1:45p	1:48p	2:00p
2:00p	2:04p	2:07p	2:13p	2:28p	2:33p	2:38p	2:45p	2:48p	2:55p	3:00p	3:03p	3:15p
3:15p	3:19p	3:22p	3:28p	3:43p	3:48p	3:53p	4:00p	4:03p	4:10p	4:15p	4:18p	4:30p
4:32p	4:36p	4:39p	4:45p	5:00p	5:05p	5:10p	5:17p	5:20p	5:27p	5:32p	5:35p	5:47p

Bold numbers indicate P.M. hours.

EAST ROUTE

1	2	3	4	5	6	7	8	8	9	10	1	11	12	1
DANIA BEACH CITY HALL	FROST PARK & DANIA JAI ALAI	NE 2 ST & NE 6 AVE DANIA	DANIA BEACH WEINER'S MOBILE PARK	DANIA BEACH BAR AND GRILL	DANIA BEACH & SE 5 AVE BEACHWAY PLAZA	SE 3 AVE & SE 10 ST	SHERIDAN ST & SE 5 AVE ARRIVAL	SHERIDAN ST & SE 5 AVE DEPARTURE	DANIA BEACH BLVD & SE 3 AVE WINN-DIXIE	COMMUNITY HEALTH CTR MEMORIAL HOSPITAL	DANIA BEACH CITY HALL	SAVE-A-Lot & COLLEGE GARDENS COMMUNITY	OAKWOOD SQUARE K-MART	DANIA BEACH CITY HALL
9:00a	9:04a	9:07a	9:10a		9:14a	9:17a	9:21a	9:26a	9:31a	9:36a	9:39a	9:46a	9:52a	9:57a
9:57a	10:01a	10:04a	10:07a		10:11a	10:14a	10:18a	10:23a	10:28a	10:33a	10:36a	10:43a	10:49a	10:54a
10:54a	10:58a	11:01a	11:04a	11:11a	11:16a	11:20a	11:24a	11:29a	11:34a	11:39a	11:42a	11:49a	11:55a	12:00p
12:00p	12:04p	12:07p	12:10p	12:17p	12:22p	12:26p	12:30p	12:35p	12:40p	12:45p	12:48p	12:55p	1:01p	1:06p
1:06p	1:10p	1:13p	1:16p	1:23p	1:28p	1:32p	1:36p	1:41p	1:46p	1:51p	1:54p	2:01p	2:07p	2:12p
2:12p	2:16p	2:19p	2:22p	2:29p	2:34p	2:38p	2:42p	2:47p	2:52p	2:57p	3:00p	3:07p	3:13p	3:18p
3:18p	3:22p	3:25p	3:28p	3:35p	3:40p	3:44p	3:48p	3:53p	3:58p	4:03p	4:06p	4:13p	4:19p	4:24p
4:24p	4:28p	4:31p	4:34p	4:41p	4:46p	4:50p	4:54p	4:59p	5:04p	5:09p	5:12p	5:19p	5:25p	5:30p

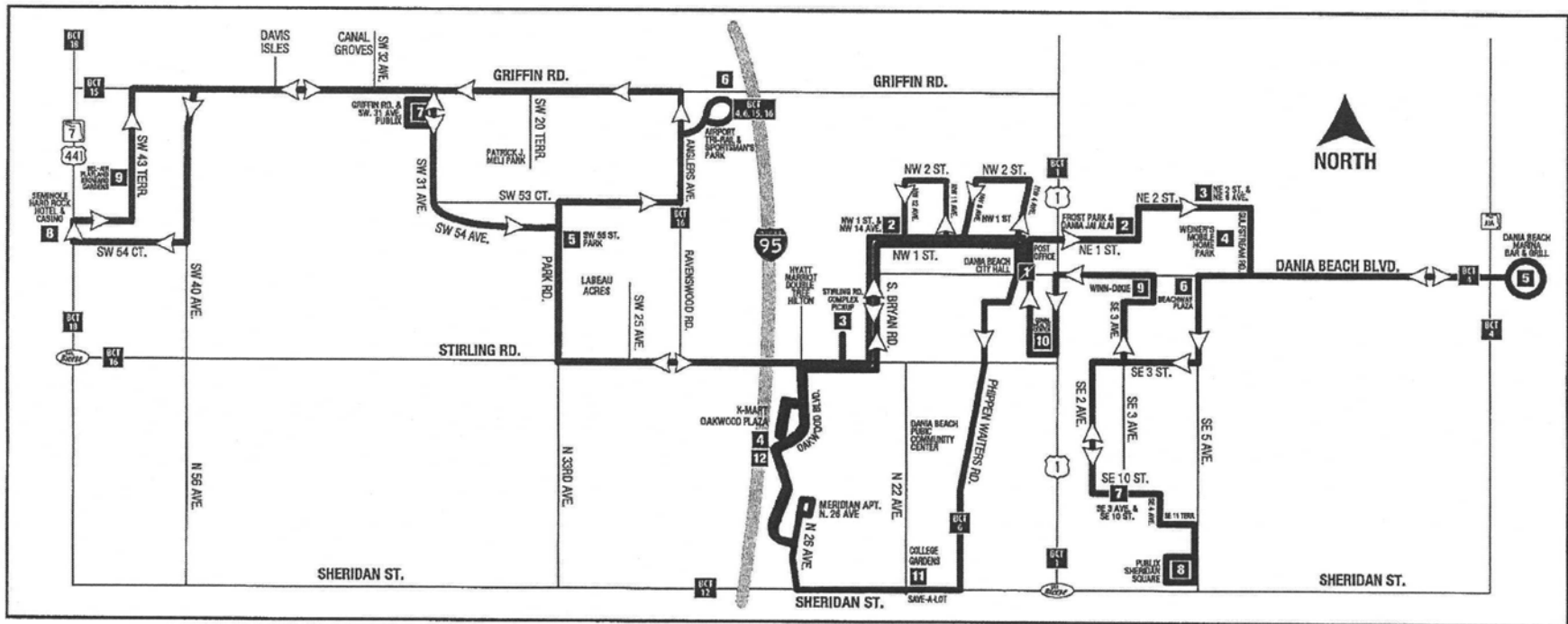


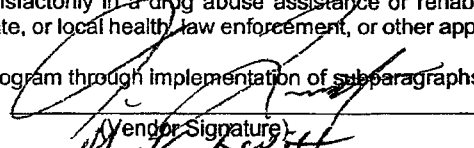
Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).



(Vendor Signature)

(Print Vendor Name)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of September, 2019

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President of Limosines of South Florida, Inc.
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

D/K
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michael R. Clemente
(Signature)
Michael R. Clemente
(Print Name)

My commission expires: 02-03-2023



Exhibit C
Schedule of Reports

EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, Instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Dania Beach

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1374	2013	ENC Aerotech	16/2	316406	1GB6G5BL8D1124421
M1452	2015	Chevy El Dorado	16/2	316620	1GB6G5BL5F1127263

Bus M1374

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 765585127

B# 1287216

PLATE TC7930 DECAL

Expires NO EXPIRATION

YR/MK 2013/ELDO BODY BU
VIN 1GB8G5BL8D1124421
Plate Type NVR NET WT 10480
DL/FEID 566000631-01
Date Issued 8/8/2013 Plate Issued 8/8/2013

COLOR WHITE
TITLE 112523306

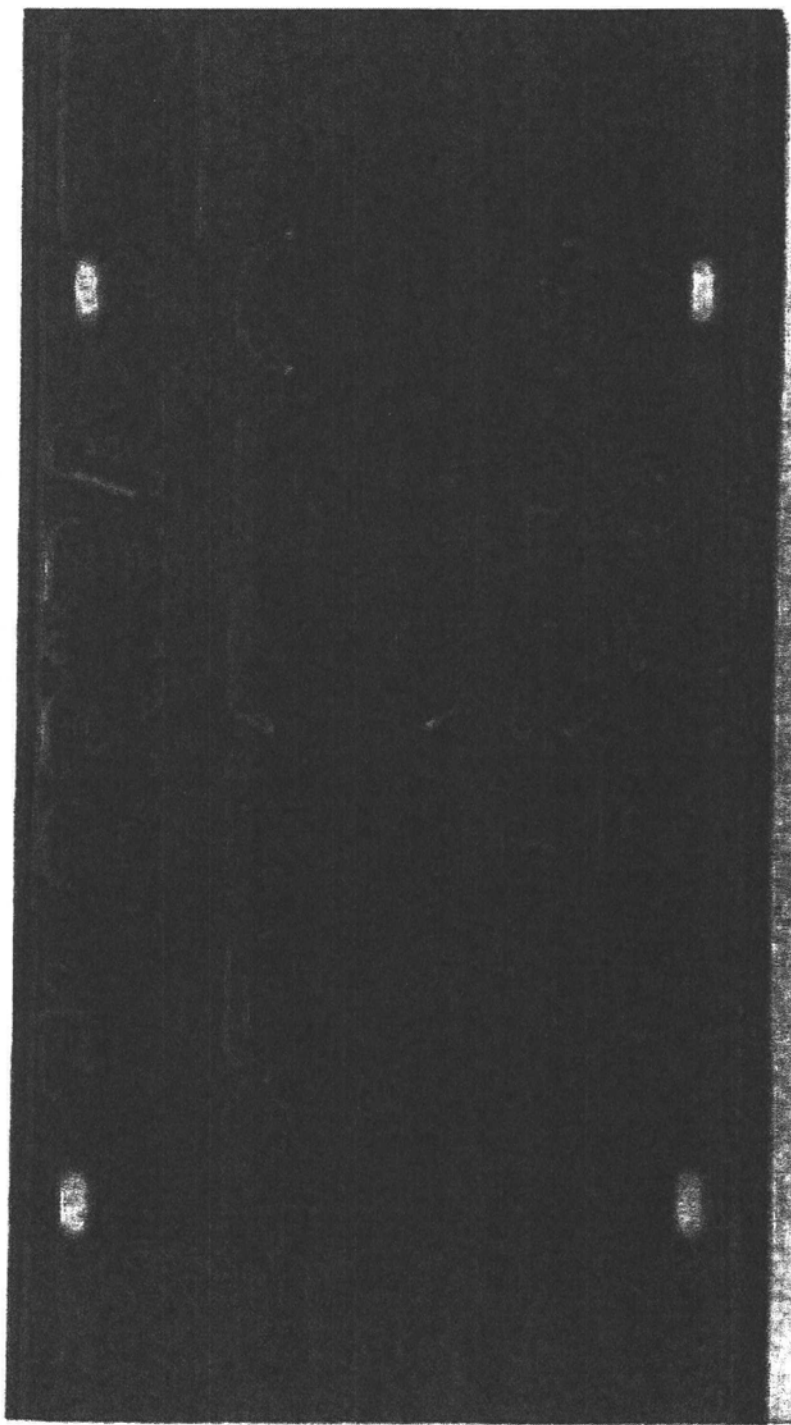
Reg. Tax	48.85	Class Code	97
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	
Mail Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
Grand Total	51.85		

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X



Bus m1374

Bus # 1452

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

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POMPANO BCH, FL 33069

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FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 TW 847258062
BH 1475958

PLATE	TE1195	DECAL	Expires	NO EXPIRATION					
/R/MK	2015/ELDO	BODY	HU		Reg. Tax	36.30	Class Code	97	
/IN	1GB6G5BL5F1127263			TITLE	Init. Reg.		Tax Months	12	
Plate Type	NVR	NET WT	10516	GVW	County Fee	3.00	Back Tax Mos		
DL/FEID	566000531-01				Mail Fee		Credit Class		
Date Issued	3/26/2015	Plate Issued	3/26/2015		Sales Tax		Credit Months		
					Voluntary Fees				
					Grand Total	39.30			

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
201 W COPANS RD
POMPANO BCH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

IVR - COUNTY VEHICLES PLATE ISSUED X

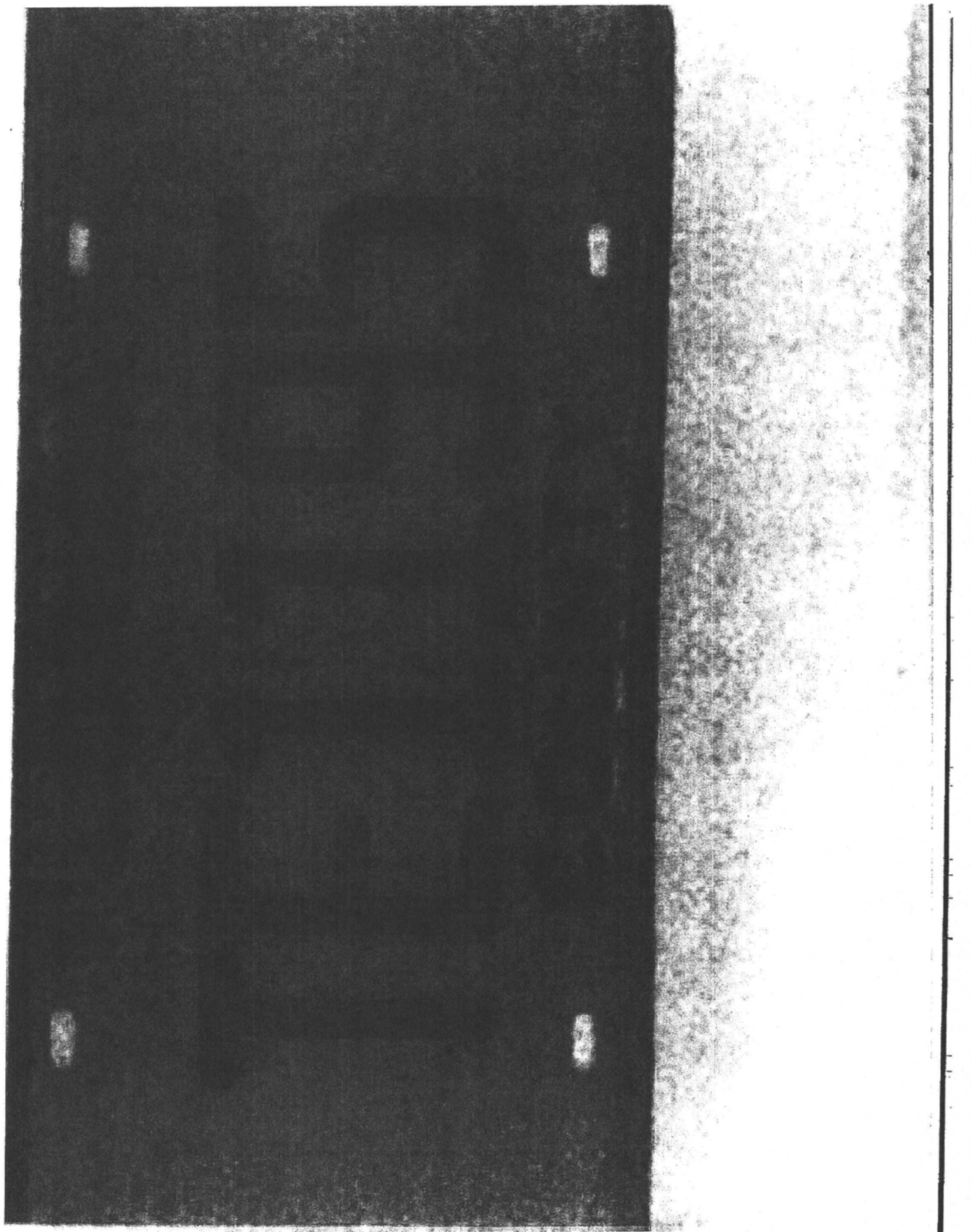


Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

Pre-trip/Post-trip Inspection Form			
Agency			
Unit ID #		Pre-trip Inspection	
Date		Post-trip Inspection	
Mileage			
Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
If Equipped:			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			
Driver's Name	Manager's Name		
Technician's Name			

V8.25.17

Exhibit F
Funding

EXHIBIT "F"

**City of Dania Beach Operating Funding
Fiscal Year 2020
Community Bus Service - (41.33/Hour)**

East Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:30p	60 min	9.00	258	\$41.33	\$ 95,968.26
1	Saturdays	9:00a-5:30p	60 min	9.00	52	\$41.33	\$ 19,342.44
Route Total							\$ 115,310.70

West Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:47p	60 min	9.28	258	\$41.33	\$ 98,953.94
1	Saturdays	9:00a-5:47p	60 min	9.28	52	\$41.33	\$ 19,944.20
Route Total							\$ 118,898.14

Total Annual Funding \$ 234,208.84

Exhibit G
Invoice

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), TO PROVIDE FUNDING FOR SOLAR STREET LIGHTS IN CDBG ELIGIBLE AREAS 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

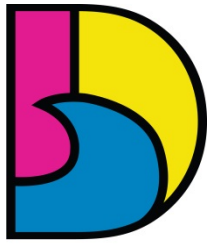
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-CDBG-YR48-APPLICATION-052422, MEMO EXHIBIT- SOLAR LIGHT LOCATIONS, R-2022- CDBG Year 48 Application for Funding for Solar Street Lights in CDBG Eligible Areas 2



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: APPROVAL OF A RESOLUTION TO APPLY FOR YEAR 48 COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR CITYWIDE STREETLIGHT
IMPROVEMENT PROGRAM-SOLAR LIGHTS**

Request

The Public Services Department (PSD) requests approval of a resolution authorizing the City's application for Year 48 Community Development Block Grant (CDBG) for a "Citywide Streetlight Improvement Program – Solar Lights" Project.

Background

Dania Beach is non-entitlement city and must, per the CDBG requirements, apply for block grant funds through Broward County. The use of CDBG funds is limited to census areas that meet low to moderate household income requirements. Eligible areas for this application, are as follows:

- Area 804.05, which comprises specific neighborhoods north of Griffin Road, west of Interstate 95.
- Area 805, which is mostly the NW Byrd Point neighborhood.

This project will provide approximately 14 solar streetlights at locations identified in the Citywide Street Lighting Plan adopted by the City Commission on November 10, 2020. The City will be using grant funds to offset the cost of the solar light element of the Citywide Streetlight Improvement Program. A schedule of proposed light locations is attached.

A public hearing is scheduled for May 24, 2022, during the City Commission Meeting. The City Clerk advertised a public hearing in the Sun-Sentinel newspaper on May 13, 2022, to take public comments for ten days prior to the scheduled public hearing. All public comments will be made part of the City's CDBG application, per the grant's requirement.

Budgetary Impact

CDBG funding in the amount of \$150,000.00 for the "Citywide Streetlight Improvement Program – Solar Lights" will have no impact on the current year's budget. CDBG does not require matching funds. Funding for this project will be available for FY 2022-2023.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

APPROVAL OF A RESOLUTION TO APPLY FOR YEAR 48 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR CITYWIDE STREETLIGHT IMPROVEMENT PROGRAM- SOLAR LIGHTS

Recommendation

PSD recommends approval of a resolution authorizing the City to apply for Year 48 CDBG funds for the “Citywide Streetlight Improvements Program – Solar Lights” to the Broward County Division of Housing and Finance and Community Redevelop.

Attachment: Exhibit 1 –Light Location Map
Exhibit 2 – Project Census Tracks
Exhibit 3 – Advertisement

EXHIBIT 1

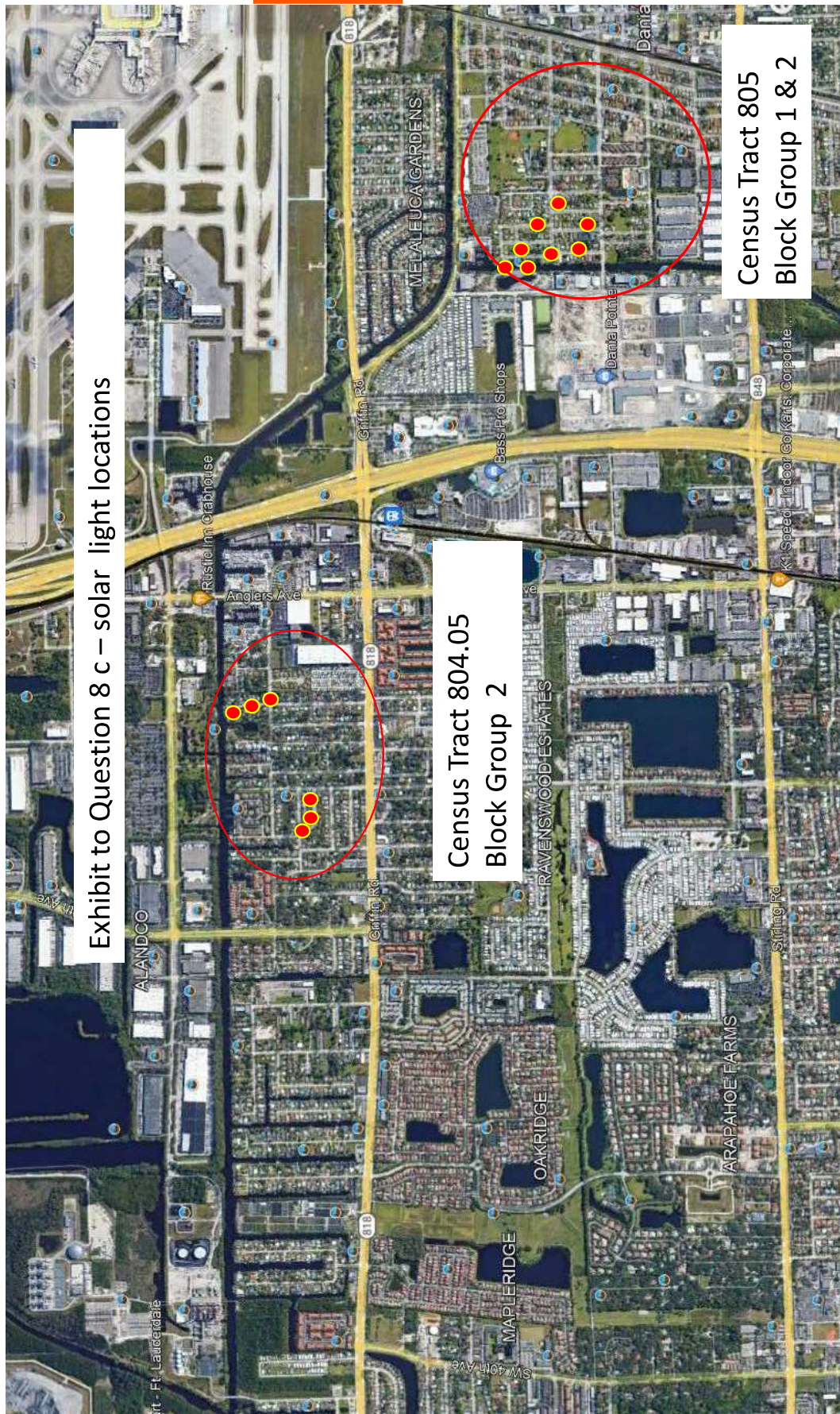
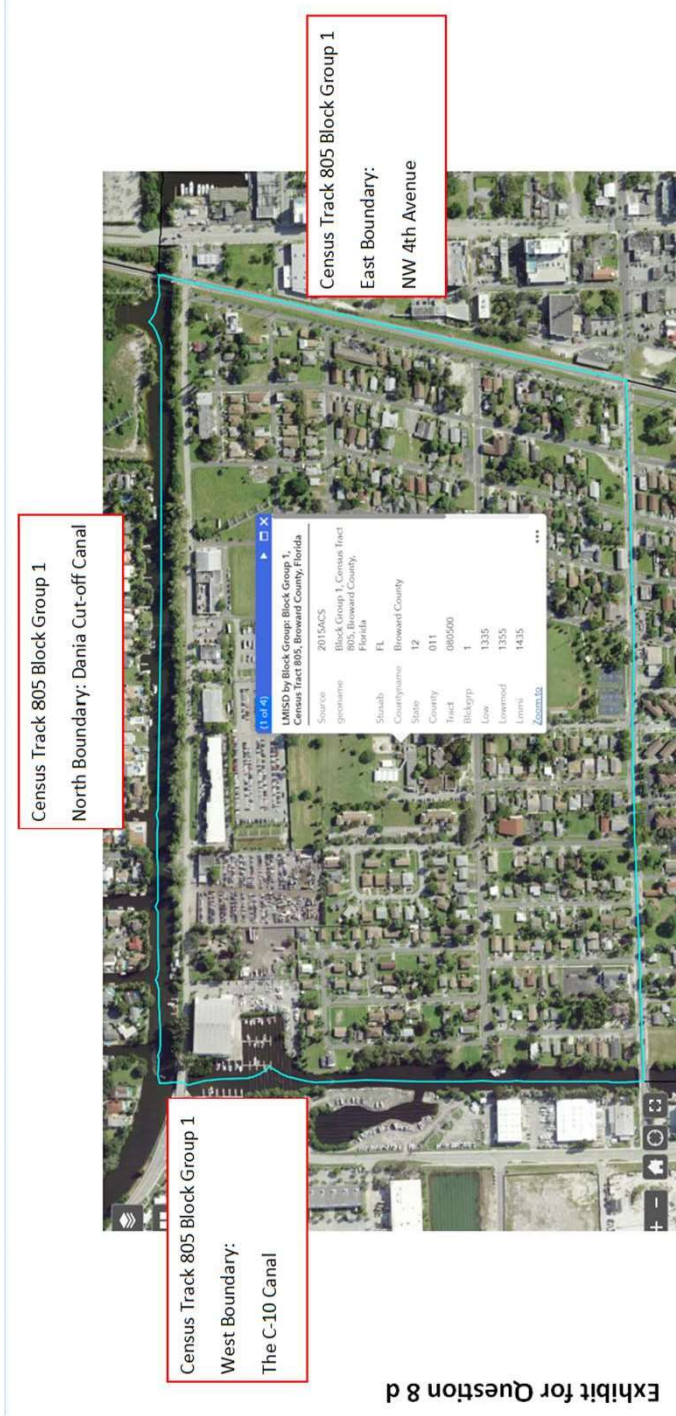


EXHIBIT 2



CITY NAME	CENSUS GEOGRAPHY NAME	LOW TO MODERATE INCOME PERSONS	% LOW TO MODERATE INCOME PERSON*	LOW TO MODERATE INCOME INDEX
DANIA BEACH	Block Group 1, Census Tract 805	1,355	75.5%	OVER 51% PERSONS LOW TO MODERATE INCOME

Source: "2021 LMISD (2011-2015 ACS) Census Tract Block Group by City" document provided by BC Div. of Housing Finance and Com. Redevelopment

EXHIBIT 2



EXHIBIT 2



Exhibit for Question 8 d

CITY NAME	CENSUS GEOGRAPHY NAME	LOW TO MODERATE INCOME PERSONS	% LOW TO MODERATE INCOME PERSONS	LOW TO MODERATE INCOME INDEX
DANIA BEACH	Block Group 2, Census Tract 804.05	1,445	67.8%	OVER 51% PERSONS LOW TO MODERATE INCOME

Source: "2021 LMISD (2011-2015 ACS) Census Tract Block Group by City" document provided by BC Div. of Housing Finance and Com. Redevelopment

PUBLIC NOTICE EXHIBIT 3

THE CITY OF DANIA BEACH, FLORIDA

USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING (CDBG)

The City of Dania Beach is hereby giving notice that it intends to apply for about \$150,000.00 in Community Development Block Grant funding for the 48th Program Year (October 1, 2022 to September 30, 2023) available from the U.S. Department of Housing and Urban Development (HUD) through the Broward County Community Development Department for:

Citywide Streetlight Improvement Program - Solar Lights – to provide solar-powered street lighting in residential neighborhoods in the City of Dania Beach. The neighborhoods include the Northwest Byrd Point neighborhood (Census Tract 805, block groups 1 & 2) and residential areas west of I-95, north of Griffin Road (Census Tract 804.06, block group 1).

All public comments on the proposed use of funds may be received in writing to the City of Dania Beach, Office of the City Clerk, at 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 within seven days from this notice. The application will be available to review by the public. Public Comments will also be received at a public hearing on Tuesday, May 24, 2022 at 7:00 pm or as soon thereafter as the matter may be heard, in the Commission Chambers of the City of Dania Beach, 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004.

This is a federally funded project that must meet all appropriate federal guidelines, including Davis Bacon and Related Acts as well as Section 3.

Translation and/or interpretation services available upon request. If you have Limited English Proficiency (LEP), please notify Dania Beach. Para obtener información adicional, visite el sitio web de Dania Beach mencionado anteriormente. Servicios de traducción pueden ser disponibles bajo petición.

If anyone requires auxiliary aids for communication, please call the City Clerk prior to the meeting at (954) 924-6800 ext. 3624. For additional information, call (954) 924-6808 ext. 3618.

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.

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.

Publish in Sun Sentinel: Friday, May 13, 2022

RESOLUTION NO. 2022-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 48TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), TO PROVIDE FUNDING FOR SOLAR STREET LIGHTS IN CDBG ELIGIBLE AREAS 2; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 48th Year Community Development Block Grant ("CDBG") Program for Fiscal Year 2022-2023 is administered by Broward County Housing Finance and Community Development Division; and

WHEREAS, the City of Dania Beach will apply for the 48th Year CDBG Program in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for Census Tract 804.05 – Block Group 2, and Census Tract 805 – Block Groups 1, and 2 eligible areas; and

WHEREAS, Public Notice was published in the Sun-Sentinel on May 13, 2022, ten days prior to the May 24, 2022, Public Hearing; and

WHEREAS, a Public Hearing was held on May 24, 2022, during the City Commission Meeting, public comments were received on the City's proposed application for the "Citywide Streetlight Improvement Program – Solar Lights"; and

WHEREAS, the CDBG Program does not require a City match;

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

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

Section 2. That the 48th Year application for the Community Development Block Grant Program for the "Citywide Street Light Improvement Program-Solar Lights" within Census Tract 804.05 – Block Group 2, and Census Tract 805 – Block Groups 1, and 2, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) in compliance with CDBG regulations, is approved, and the submission of the application by the proper City officials is approved.

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

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

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

PASSED AND ADOPTED on May 24, 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

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-011-YEAR 46/47 CDBG SOLAR LIGHTS PROJECT TO AUM CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$373,620.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

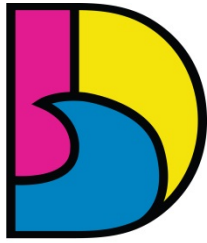
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO--AWARD-CDBG-SOLAR-05242022, R-2022- AUM Construction, Inc. Bid Award for Year 46-47 CDBG Solar Lights Project (ITB 22-011)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB-NO. 22-011 YEAR 46/47 CDBG SOLAR
LIGHTS TO AUM CONSTRUCTION, INC.**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 22-011 to AUM Construction, Inc. for the Year 46/47 CDBG Solar Lights.

Background

On November 10, 2020, the City Commission adopted and approved the Citywide Street Lighting Plan via Resolution No. 2020-141. The implementation of this plan includes the use of Community Development Block Grant (CDBG) funds for solar streetlights in eligible neighborhoods. The City Commission approved Resolution No. 2020-039 on April 28, 2020, authorizing the City Administration to submit a Year 46 CDBG application for solar streetlights. The City Commission approved Resolution No. 2021-041 on March 23, 2021, authorizing the City Administration to submit a Year 47 CDBG application for solar streetlights.

Approval to bid construction of the Year 46/47 CDBG Solar Lights Project was granted via Resolution 2021-168, passed, and adopted on November 09, 2021. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on March 14, 2022, and posted on the City's website and on Demand-Star. Bids were opened publicly on April 25, 2022, and four (4) responses were received. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

- | | |
|---|--------------|
| 1. AUM Construction, Inc. | \$373,620.00 |
| 2. Boromei Construction, Inc. | \$495,576.00 |
| 3. Imperial Electric, Inc. | \$449,200.00 |
| 4. Signal Technologies and Installation Corp. | \$417,212.89 |

\continued...



RE: AUTHORIZATION TO AWARD ITB-NO. 22-011 YEAR 46/47 CDBG SOLAR LIGHTS TO AUM CONSTRUCTION, INC.

The Committee endorses the recommendation of the consulting project engineer in the selection of AUM Construction, Inc., as the lowest, most responsive, and responsible bidder.

Budgetary Impact

The funding for the CDBG Year 46/47 Solar Lights Project in the amount of \$396,491.00 will be provided via a grant from the United States Department of Housing and Urban Development and deposited into City Account CDBG 46th and 47th Account No. 103-39-66-541-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt the resolution to award ITB No. 22-011 “Year 46/47 CDBG Solar Lights” contract to AUM Construction, Inc. for an amount not to exceed \$373,260.00.

RESOLUTION NO. 2022-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-011-YEAR 46/47 CDBG SOLAR LIGHTS PROJECT TO AUM CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$373,620.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, the City Commission of the City of Dania Beach authorized a funding agreement with the Broward County Housing Finance and Community Redevelopment Division (Division) for the Year 46/47 CDBG Solar Lights Project in the amount of Three Hundred Ninety-Six Thousand Four Hundred Ninety-One Dollars (\$396,491.00); and

WHEREAS, on November 9, 2021, the City Commission of the City of Dania Beach approved Resolution 2021-168, authorizing the Public Services Department (PSD) to issue an (“ITB”) No. 22-011 for the Year 46/47 CDBG Solar Lights Project; and

WHEREAS, on April 25, 2022, the City received four responses to ITB No. 2022-011, shown below:

- | | |
|---|-------------------|
| 1. AUM Construction, Inc. | \$373,620.00 |
| 2. Signal Technologies and Installation Corp. | \$417,212.89 |
| 3. Imperial Electric, Inc. | \$449,200.00 |
| 4. Boromei Construction, Inc. | \$495,576.00; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of AUM Construction, Inc. as the lowest and most qualified;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with AUM Construction, Inc. for the Year 46/47 CDBG Solar Lights Project in an amount not to exceed Three Hundred Seventy-Three Thousand Six Hundred Twenty Dollars (\$373,620.00).

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 24, 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

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-012 ENTITLED, “LIME SILO PAINTING AND LEAD PAINT REMOVAL” TO TRAUTMAN PAINTING, LLC, IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$79,400.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-ITB22-012AWARD-LIMESILO-PAINT-052422, R-2022- Trautman Painting, LLC Bid Award for Lime Silo Painting and Lead Paint Removal Project (ITB 22-012), CITY_OF_DANIA_BEACH_ Bid Rec Lime silo



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD BID ITB NO. 22-012 LIME SILO LEAD PAINT
REMOVAL AND REPAINTING PROJECT**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of ITB No. 22-012 to Trautman Painting, LLC for completing the Lime Silo Lead Paint Removal and Repainting Project.

Background

The Water Treatment Plant's lime silo has not been painted in over a decade. At this time, it requires lead paint removal and repainting. Approval to bid for Lime Silo Paint Removal and Repainting Project was granted via Resolution 2022-028, passed, and adopted on February 22, 2022. The Project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on March 16, 2022, and posted on the City's website and on Demand-Star. Bids were opened publicly on April 18, 2022, and two (2) responses were received. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

- | | |
|--------------------------|--------------|
| 1. Trautman Painting LLC | \$ 79,400.00 |
| 2. Razorback LLC | \$152,000.00 |

The Committee endorses the recommendation of the consulting project engineer in the selection of Trautman Painting, LLC as the lowest, most responsive, and responsible bidder.

Budgetary Impact

The funding for the Lime Silo Lead Paint Removal and Repainting Project in the amount of \$79,400.00 is available in the Water Fund Account No. 401-33-03-533-63-10.

\continued...



THORIZATION TO AWARD BID ITB NO. 20-012 LIME SILO LEAD PAINT REMOVAL AND REPAINTING PROJECT

Recommendation

The Public Services Department recommends the City Commission adopt a resolution to award ITB No. 22-012 "Lime Silo Lead Paint Removal and Repaint Project" contract to Trautman Painting LLC in an amount not to exceed \$79,400.00.

RESOLUTION NO. 2022-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-012 ENTITLED, “LIME SILO PAINTING AND LEAD PAINT REMOVAL” TO TRAUTMAN PAINTING, LLC, IN AN AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$79,400.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, per maintenance best practice, the Water Treatment Plant’s lime silo requires removal of lead paint and repainting; and

WHEREAS, this maintenance work was anticipated and its estimated cost was included in the Fiscal Year 2021-22 Capital Improvement Plan; and

WHEREAS, on February 22, 2022, the City Commission of the City of Dania Beach approved Resolution No. 2022-028, authorizing the Public Services Department (PSD) to issue ITB No. 22-012 for the Lime Silo Painting and Lead Paint Removal Project; and

WHEREAS, on April 18, 2022, the City received two (2) responses to ITB No. 2022-012, shown below:

- | | |
|---------------------------|--------------------|
| 1. Trautman Painting, LLC | \$ 79,400.00 |
| 2. Razorback LLC | \$152,0000.00; and |

WHEREAS, the Bid Evaluation Committee’s assessment of the bid packages provided by the two respondents, as well as the review by the project’s engineering consultant, Public Utility Management & Planning Services, Inc., resulted in the selection of Trautman Painting, LLC as the lowest and most qualified bid;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Trautman Painting, LLC for the Lime Silo Painting and Lead Paint Removal Project in an amount not to exceed Seventy-Nine Thousand Four Hundred Dollars (\$79,400.00).

Section 3. That funding will be appropriated from the Water Fund Account Number 401-33-03-533-63-10 in the amount not to exceed Seventy-Nine Thousand Four Hundred Dollars (\$79,400.00).

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

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

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Public Utility Management & Planning Services Inc.

P.O. Box 221890
HOLLYWOOD, FL 33022-1890

TELEPHONE (239) 250-2423
FACSIMILE (954) 581-5076

FREDERICK BLOETSCHER, PH.D., P.E.
e-mail: h2o_man@bellsouth.net

April 20, 2022

Mr. Fernando Rodriquez, P.E.
Public Service Director
City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33001

RE: Award Recommendation
Lime Silo Painting and Lead Removal
ITB 22-012

Good Morning Mr. Rodriquez:

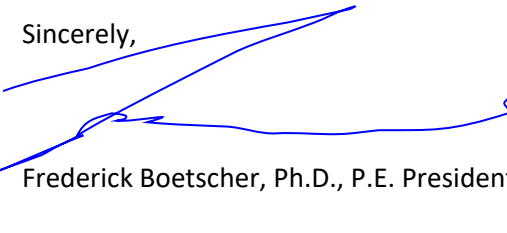
Attached is a summary of the bids received Monday April 18, 2022 at 10:00 a.m. by the City of Dania Beach. The plans and specifications were developed by PUMPS, Inc. The bids were advertised in March, and a mandatory pre-bid conference was held on March 29, 2022.

The City received two bids, but I believe only one is responsive. While there were no defects in the pricing from either bidder, the low bid, Trautman Painting LLC, submitted mostly references that indicate the ability to remediate lead paint from indoor surfaces without blasting. However, this is the contractor that proposed using the stripper at the pre-bid. He has multiple projects including a couple federal projects, that have this method for lead paint removal. His process is attached. Since the project will be rolled vs sprayed, that should not pose any significant challenge. Virtually all their lead removal experience being interior walls, not external surfaces.

Based on the above, I recommend the City award the project to the lowest responsive and responsible bidder Trautman Painting LLC. in the amount of \$79,400.00.

Should you have any questions, please let me know.

Sincerely,



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

Item No.	Description of Work	Quantity	Unit	Trautman Unit Price	Trautman Total	Razorback Unit Price	Razorback Cost
1	Mobilization	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 10,000.00	\$ 10,000.00
2	Lead Paint Removal	1	LS	\$ 18,300.00	\$ 18,300.00	\$ 47,000.00	\$ 47,000.00
3	Painting	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 38,000.00	\$ 38,000.00
4	Aluminum ladder with cage – installed to top of silo	1	LS	\$ 13,800.00	\$ 13,800.00	\$ 27,000.00	\$ 27,000.00
5	Misc. Connection/Dis connects for Power Allowance	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6	Allowance for Owner's Use	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00

TOTAL COST **\$ 79,400.00** \$ 152,000.00

Certified by:
Frederick Bloetscher, Ph.D., P.E.
License # 42335
4/20/2022

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-005 ENTITLED, “NANOFILTRATION PLANT PAINTING” PROJECT AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LANDMARK & REINA 107 LLC, (D/B/A BALD), IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$29,700.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ITB-AWARD-WTPPAINTING-052422, R-2022- Landmark & Reina 107 LLC, (dba BALD) Bid Award and Agreement for Nanofiltration Plant Painting Project (ITB 22-005)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB NO. 22-005 NANOFILTRATION PLANT
PAINTING PROJECT**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 22-005 to Bald LLC for the Public Services Nanofiltration Plant Painting Project.

Background

The PSD Water Plant Building was last painted during its construction in 2011. The building's color has faded significantly, and the paint coat no longer provides the required protection from the harsh South Florida elements. It is important that the building is repainted to improve the level of protection of its exterior.

Approval to bid for this project was granted via Resolution 2021-002, passed, and adopted. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on February 3, 2022 and posted on the City's website and on Demand-Star. Bids were opened publicly on March 3, 2022, with seven (7) responses being received. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

1. Bald, LLC	\$29,700.00
2. Marios	\$30,081.00
3. Quick Painting	\$47,500.00
4. VPR Construction	\$67,200.00
5. People Choice	\$73,500.00
6. Onyz	\$94,766.50
7. Razorback	\$99,870.00

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

RE: AUTHORIZATION TO AWARD ITB NO. 22-005 NANOFILTRATION PLANT PAINTING PROJECT

The Committee endorses the recommendation of the consulting project engineer in the selection of Bald LLC, as the lowest, most responsive, and responsible bidder.

Budgetary Impact

The funding for the Nanofiltration Plant Painting Project in the amount of \$29,700.00 is available in the Water Fund/Infrastructure Improvements other than Bldgs. Account No. 401-33-03-533-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt the resolution to award ITB No. 22-005 “Nanofiltration Plant Painting” contract to Bald LLC for an amount not to exceed \$29,700.00.

RESOLUTION NO. 2022-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-005 ENTITLED, “NANOFILTRATION PLANT PAINTING” PROJECT AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LANDMARK & REINA 107 LLC, (D/B/A BALD), IN AN AMOUNT NOT TO EXCEED TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$29,700.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s Leadership in Energy and Environmental Design (“LEED”) Certified Water Plant Building, constructed in 2011, has not been painted since its construction; and

WHEREAS, painting of the Water Plant Building was anticipated and included in the Capital Improvement Plan; and

WHEREAS, the City Commission of the City of Dania Beach approved Resolution No. 2021-002, authorizing the Public Services Department (PSD) to issue ITB No. 22-005 for the Nanofiltration Plant Painting Project; and

WHEREAS, on March 3, 2022, the City received seven (7) responses to ITB No. 2022-005, shown below:

1. Landmark & Reina 107 LLC, (d/b/a BALD)	\$29,700.00
2. Marios	\$30,081.00
3. Quick Painting	\$47,500.00
4. VPR Construction	\$67,200.00
5. People Choice	\$73,500.00
6. Onyz	\$94,766.50
7. Razorback	\$99,870.00; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Bald, LLC as the lowest and most qualified;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Bald for the Nanofiltration Plant Painting Project in an amount not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00).

Section 3. That funding will be appropriated from the Water Fund/Infrastructure other than Buildings Account Number 401-33-03-533-63-10.

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

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

PASSED AND ADOPTED on May 24, 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: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-006, ENTITLED “SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT” TO KAILAS, CORP., IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS (\$1,230,432.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-ITB-SW37TER-STRMWTRPROJECT-052422 (002), R-2022- Kailas, Corp. Bid Award for SW 37th Terrace Stormwater Improvement Project (ITB 22-006), SW 37th Terr Recommendation Letter (002), SW 37 Terr Grant Award Notice



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB NO. 22-006 SW 37TH TERRACE
STORMWATER IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 22-006 to Kailas Contractors for the SW 37th Terrace Stormwater Improvement Project.

Background

In December 2020, the City Commission authorized the SW 37th Terrace Stormwater Improvement Project, along with other neighborhood drainage projects, to address recurrent and chronic flooding. Subsequently, PSD engaged Chen Moore and Associates to design, prepare construction documents, process permits, and provide post-design services for the project.

Approval to bid construction of the SW 37th Terrace Stormwater Improvement Project was granted via Resolution 2022-006, adopted on January 25, 2022. The project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on February 9, 2022 and posted on the City's website and Demand-Star. Bids were opened publicly on April 1, 2022, and four (4) responses were received. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

1. Kailas Contractors	\$1,230,432.00
2. Florida Engineering & Development Corp	\$1,301,977.92
3. C&W Pipeline, Inc.	\$1,371,540.00
4. Man Con, Inc.	\$1,575,908.60

The Committee endorses the recommendation of the consulting project engineer in the selection of Kailas Contractors as the lowest, most responsive, and responsible bidder.

\continued...



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**RE: AUTHORIZATION TO AWARD ITB NO. 22-006 SW 37TH TERRACE
STORMWATER IMPROVEMENT PROJECT**

Budgetary Impact

The funding for the SW 37th Terrace Stormwater Improvement Project in the amount of \$855,432.00 is available in the Stormwater Fund Account No. 403-38-31-538-63-10 and \$375,000 will be provided via a grant from the Florida Department of Environmental Protection Resilient Florida grant program.

Recommendation

The Public Services Department recommends the City Commission adopt the resolution to award ITB No. 22-006 “SW 37th Terrace Stormwater Improvement” contract to Kailas Contractors for an amount not to exceed \$1,230,432.00.

RESOLUTION NO. 2022-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-006, ENTITLED “SW 37TH TERRACE STORMWATER IMPROVEMENT PROJECT” TO KAILAS, CORP., IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED THIRTY THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS (\$1,230,432.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 25, 2022, the City Commission authorized the SW 37th Terrace Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic and recurring flooding; and

WHEREAS, the Public Services Department (“PSD”) engaged Chen Moore and Associates to design, prepare construction documents, obtain permits and provide post-design services for this project; and

WHEREAS, on January 25, 2022, the City Commission of the City of Dania Beach approved Resolution No. 2022-006, authorizing PSD to issue an Invitation to Bid (“ITB”) No. 22-006 for the SW 37th Terrace Stormwater Improvement Project; and

WHEREAS, on April 1, 2022, the City received four responses to ITB No. 2022-006, shown below:

- | | |
|---|---------------------|
| 1. Kailas, Corp. | \$1,230,432.00 |
| 2. Florida Engineering & Development Corp | \$1,301,977.92 |
| 3. C&W Pipeline, Inc. | \$1,371,540.00 |
| 4. Man Con, Inc. | \$1,575,908.60; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Kailas, Corp. as the lowest and most qualified; and

WHEREAS, on May 24, 2022, the City Commission adopted Ordinance No. 2022-021, which authorized the expenditure of funds exceeding one million dollars for SW 37th Terrace and SW 54th Court Stormwater Improvement Projects,

**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 Kailas, Corp. for the SW 37th Terrace Stormwater Improvement Project in an amount not to exceed One Million Two Hundred Thirty Thousand Four Hundred Thirty-Two Dollars (\$1,230,432.00).

Section 3. That funding will be appropriated from the Stormwater/Infrastructure other than Buildings Account Number 403-38-31-538-63-10 in the amount not to exceed Eight Hundred Fifty-Five Thousand Four Hundred Thirty Dollars (\$855,432.00) and that Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) will be provided by a grant from the Florida Department of Environmental Protection’s Resilient Florida grant program.

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 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



April 13, 2022

City of Dania Beach
1201 Stirling Road
Dania Beach FL 33004
Attn: Dincer Ozaydin, P.E.

**Subject: SW 37th Terr Stormwater Improvements
Contractor Recommendation**

Dear Mr. Ozaydin,

The City of Dania Beach received the bidding results for the SW 37th Terrace Stormwater Improvements on April 1st, 2022. The lowest bidder was identified as Kailas Corp. Chen Moore and Associates (CMA) has contacted all of the references that Kailas Corp. provided. References included utility projects throughout South Florida for clients including Broward County Aviation Department, City of Hallandale Beach and FDOT. At this time only one of those references responded, see table below.

	Prime/Sub	Pipe Installation	Change Orders	Project On Time	Overall Rating (1 to 5)
Reference #1	Prime	5650 LF watermain	No	Yes	5

Approximately one year ago, Kailas Corp. submitting a bid on a CMA drainage project for a different client. CMA had previously contacted all of the references Kailas provided, including Broward County Highway Construction and Engineering Division, Lynx Group, Miami Gardens and National Park Service. Table below is a summary of the responses for those references.

	Prime/Sub	Pipe Installation	Change Orders	Project On Time	Overall Rating (1 to 5)
Reference #1	Prime	15"-36" culvert	Yes, Owner Requested	Yes	3.9
Reference #2	Prime	unknown	No	Yes	5
Reference #3	Prime	4200 LF drainage	Yes, Owner Requested	Yes	4.5
Reference #4	Prime	Vegetation (no utilities)	Yes, Owner Requested	Yes	4

In summary, Kailas Corp. appears to have worked on successful construction projects in South Florida of similar size and scope as the SW 37th Terrace Stormwater Improvement project with utility pipes installation, including drainage pipe and structures. Upon reviewing all reference information received, CMA believes Kailas Corp. is capable of constructing the improvements defined in the scope of the SW 37th Terrace Stormwater Improvements. CMA would recommend Kailas Corp. for this project as they were identified as the lowest bidder.

Should you have any questions, please do not hesitate to contact me at my cell 954-818-5804 or at jsmith@chenmoore.com via email.

Respectfully submitted,

Jennifer L Smith

Digitally signed by Jennifer L. Smith
DN: cn=Jennifer L. Smith,
o=Chen Moore and Associates, c=US
Date: 2022.04.13 08:41:44 -0400

CHEN MOORE AND ASSOCIATES
Jennifer Smith, P.E.
Senior Engineer



Resilient Florida Grant Program Awards Fiscal Year 2021-22

Project Sponsor	County	Project Title	Approximate Total Project Cost (dollars)	Local Match Amount	Expected RFGP Funding Total	Project Duration (years)
Alachua County	Alachua	Hills of Santa Fe Drainage Improvements	\$1,015,230.13	\$507,615.07	\$507,615.07	2
Alachua County Public Works	Alachua	Pine Hills Drainage Improvements	\$1,345,630.64	\$672,815.32	\$672,815.32	2
City of Gainesville	Alachua	Wastewater Lift Station Force Main Resiliency SSO Reduction	\$11,865,000.00	\$7,119,000.00	\$4,746,000.00	3
Brevard County	Brevard	West Crisafuli Road Drainage Improvements	\$1,176,000.00	\$588,000.00	\$588,000.00	4
Brevard County Board of County Commissioners	Brevard	Max Brewer Causeway Hurricane Storm Damage Reduction Restoration	\$1,000,000.00	\$500,000.00	\$500,000.00	3
Brevard County Natural Resources Management Department	Brevard	Restoring Seagrass and Oyster Habitat for Improved Natural Resilience	\$500,000.00	\$250,000.00	\$250,000.00	3
Brevard County Natural Resources Management Department Stormwater Program	Brevard	West Cocoa Stormwater Flood Protection and Infrastructure Upgrades	\$7,020,000.00	\$3,510,000.00	\$3,510,000.00	5



PROTECTING TOGETHER

Project Sponsor	County	Project Title	Approximate Total Project Cost (dollars)	Local Match Amount	Expected RFGP Funding Total	Project Duration (years)
City of Titusville	Brevard	Bayview Sewage Lift Station #31	\$2,000,000.00	\$0.00	\$2,000,000.00	3
Broward County Aviation Department	Broward	FLL Ravenwood System Interconnection	\$11,406,888.00	\$5,703,444.00	\$5,703,444.00	3
Broward County Board of Commissioners	Broward	Installation of Dewatering Pumps at SRA1A to Maintain Access to Hollywood North Beach Park.	\$9,810,566.67	\$9,516,249.00	\$294,317.00	3
Broward County Board of County Commissioners	Broward	C-4 Canal Conveyance Improvements	\$932,400.00	\$466,200.00	\$466,200.00	2
Broward County Parks and Recreation	Broward	Hardening Seawalls of Intracoastal at Hollywood North Beach	\$18,000,000.00	\$0.00	\$18,000,000.00	4
City of Dania Beach	Broward	SW 37th Terrace Stormwater Project	\$750,000.00	\$375,000.00	\$375,000.00	1
City of Dania Beach	Broward	Southeast Drainage Project	\$14,500,000.00	\$11,020,000.00	\$3,480,000.00	2
City of Dania Beach	Broward	SW 54th Court Stormwater Project	\$700,000.00	\$350,000.00	\$350,000.00	2
City of Hollywood	Broward	Tidal Flooding Mitigation and Shoreline Protection	\$28,000,000.00	\$13,888,000.00	\$14,112,000.00	4
City of Hollywood	Broward	A1A Pump Stations	\$3,650,000.00	\$1,825,000.00	\$1,825,000.00	3
City of Hollywood	Broward	Recapture the Swale Restoration Pilot Program	\$695,000.00	\$368,350.00	\$326,650.00	3
City of Lauderdale Lakes	Broward	Canal Rehabilitation	\$3,000,000.00	\$1,500,000.00	\$1,500,000.00	2
City of Lauderdale Lakes	Broward	Citywide Drainage Improvements	\$7,000,000.00	\$3,500,000.00	\$3,500,000.00	3



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-007 SW 54TH COURT STORMWATER IMPROVEMENT PROJECT TO ATC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED TEN DOLLARS (\$1,246,110.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AWARD-ITB-SW54CT-STRMWTRPROJ-052422, R-2022- ATC Engineering, Inc. Bid Award for SW 54th Court Stormwater Improvement Project (ITB 22-007), SW 54th Ct Recommendation Letter (002), SW 54th Court Grant Award Notice (002)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD ITB NO. 22-007 SW 54TH COURT
STORMWATER IMPROVEMENT PROJECT**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of ITB No. 22-007 to ATC Engineering, Inc. for the SW 54th Court Stormwater Improvement Project.

Background

In December 2020, the City Commission authorized the SW 54th Court Stormwater Improvement Project, along with other neighborhood drainage projects, to address chronic flooding. Subsequently, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, process permits, and provide post-design services for this project.

Approval to bid construction of the SW 54th Court Stormwater Improvement Project was granted via Resolution 2022-009, passed and adopted on January 25, 2022. The Project's Invitation to Bid (ITB) was advertised in the Sun-Sentinel on February 9, 2022, and posted on the City's website and on Demand-Star. Bids were opened publicly on April 1, 2022, and five (5) responses were received. The ITB evaluation committee and the consulting project engineer reviewed all proposals from bidders:

1. ATC Engineering, Inc.	\$1,246,110.00
2. Florida Engineering & Development Corp	\$1,559,566.12
3. Heavy Civil, Inc.	\$1,300,440.80
4. Kailas Contractors	\$1,363,392.00
5. Man Con, Inc	\$1,581,758.60

\continued...



RESOLUTION TO AWARD ITB NO. 22-007 SW 54TH COURT STORMWATER IMPROVEMENT PROJECT

The Committee endorses the recommendation of the consulting project engineer in the selection of ATC Engineering, Inc., as the lowest, most responsive, and responsible bidder.

Budgetary Impact

Funding for the SW 54th Court Stormwater Improvement Project in the amount of \$896,110.00 is available in the Stormwater Fund/Infrastructure other than Buildings Account No. 403-38-31-538-63-10 and \$350,000.00 will be provided via a grant from the Florida Department of Environmental Protection Resilient Florida grant program.

Recommendation

The Public Services Department recommends the City Commission to adopt a resolution to award ITB No. 22-007 “SW 54th Court Stormwater Improvement” contract to ATC Engineering, Inc. for an amount not to exceed \$1,246,110.00.

RESOLUTION NO. 2022-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-007, ENTITLED SW 54TH COURT STORMWATER IMPROVEMENT PROJECT TO ATC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY-SIX THOUSAND ONE HUNDRED TEN DOLLARS (\$1,246,110.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2020, the City Commission authorized the SW 54th Court Stormwater Improvement Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, pull permits, and provide post-design services for the Project; and

WHEREAS, on January 25, 2022, the City Commission of the City of Dania Beach approved Resolution 2022-009, authorizing the Public Services Department (PSD) to issue an ITB No. 22-007 for the SW 54th Court Stormwater Improvement Project; and

WHEREAS, on April 1, 2022, the City received five (5) responses to ITB No. 2022-007, shown below:

- | | |
|---|---------------------|
| 1. ATC Engineering, Inc. | \$1,246,110.00 |
| 2. Florida Engineering & Development Corp | \$1,559,566.12 |
| 3. Heavy Civil, Inc. | \$1,300,440.80 |
| 4. Kailas Contractors | \$1,363,932.00 |
| 5. Man Con, Inc | \$1,581,758.60; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of ATC Engineering, Inc. as the lowest and most qualified; and

WHEREAS, on May 24, 2022, the City Commission adopted Ordinance No. 2022-021, which authorized the expenditure of funds exceeding one million dollars for SW 37th Terrace and SW 54th Court Stormwater Improvement Projects;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with ATC Engineering, Inc. for the SW 54th Court Stormwater Improvement Project in an amount not to exceed One Million Two Hundred Forty-Six Thousand One Hundred Ten Dollars (\$1,246,110.00).

Section 3. That funding will be appropriated from the Stormwater Account Number 403-38-31-538-63-10 in the amount not to exceed Eight Hundred Ninety-Six Thousand One Hundred Ten Dollars (\$896,110.00) and that Three Hundred Fifty Thousand Dollars (\$350,000.00) will be provided by a grant from the Florida Department of Environmental Protection’s Resilient Florida grant program.

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 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTIS
CITY ATTORNEY

500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
Office: +1 (954) 730-0707



April 13, 2022

City of Dania Beach
1201 Stirling Road
Dania Beach FL 33004
Attn: Dincer Ozaydin, P.E.

**Subject: SW 54th Court Stormwater Improvements
Contractor Recommendation**

Dear Mr. Ozaydin,

The City of Dania Beach received the bidding results for the SW 54th Court Stormwater Improvements on April 1st, 2022. The lowest bidder was identified as ATC Engineering Inc. Chen Moore and Associates (CMA) has contacted all of the references that ATC Engineering provided. References included utility projects throughout South Florida for clients including City of Aventura, City of North Miami Beach, Miami Dade County, City of Lauderdale Lakes, and three other contractors that served as a prime to ATC: Thornton Construction Inc, Coastland Construction Inc and Start Brite Group. At time time, only two references have responded to our request, see table below.

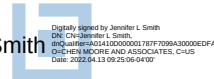
	Prime/Sub	Pipe Installation	Change Orders	Project On Time	Overall Rating (1 to 5)
Reference #1	Sub	Water, sewer and sitework	Yes, owner requested	Yes	4.5
Reference #2	Prime	Drainage and water	Yes, owner requested	Yes	5

In summary, ATC Engineering appears to have worked on successful construction projects in South Florida of similar size and scope as the SW 54th Court Stormwater Improvement project with utility pipes installation, including drainage pipe and structures. Upon reviewing all reference information received, CMA believes ATC Engineering is capable of constructing the improvements defined in the scope of the SW 54th Court Stormwater Improvements. CMA would recommend ATC Engineering for this project as they were identified as the lowest bidder.

Should you have any questions, please do not hesitate to contact me at my cell 954-818-5804 or at jsmith@chenmoore.com via email.

Respectfully submitted,

Jennifer L Smith



CHEN MOORE AND ASSOCIATES
Jennifer Smith, P.E.
Senior Engineer



Resilient Florida Grant Program Awards Fiscal Year 2021-22

Project Sponsor	County	Project Title	Approximate Total Project Cost (dollars)	Local Match Amount	Expected RFGP Funding Total	Project Duration (years)
Alachua County	Alachua	Hills of Santa Fe Drainage Improvements	\$1,015,230.13	\$507,615.07	\$507,615.07	2
Alachua County Public Works	Alachua	Pine Hills Drainage Improvements	\$1,345,630.64	\$672,815.32	\$672,815.32	2
City of Gainesville	Alachua	Wastewater Lift Station Force Main Resiliency SSO Reduction	\$11,865,000.00	\$7,119,000.00	\$4,746,000.00	3
Brevard County	Brevard	West Crisafuli Road Drainage Improvements	\$1,176,000.00	\$588,000.00	\$588,000.00	4
Brevard County Board of County Commissioners	Brevard	Max Brewer Causeway Hurricane Storm Damage Reduction Restoration	\$1,000,000.00	\$500,000.00	\$500,000.00	3
Brevard County Natural Resources Management Department	Brevard	Restoring Seagrass and Oyster Habitat for Improved Natural Resilience	\$500,000.00	\$250,000.00	\$250,000.00	3
Brevard County Natural Resources Management Department Stormwater Program	Brevard	West Cocoa Stormwater Flood Protection and Infrastructure Upgrades	\$7,020,000.00	\$3,510,000.00	\$3,510,000.00	5



PROTECTING TOGETHER

Project Sponsor	County	Project Title	Approximate Total Project Cost (dollars)	Local Match Amount	Expected RFGP Funding Total	Project Duration (years)
City of Titusville	Brevard	Bayview Sewage Lift Station #31	\$2,000,000.00	\$0.00	\$2,000,000.00	3
Broward County Aviation Department	Broward	FLL Ravenwood System Interconnection	\$11,406,888.00	\$5,703,444.00	\$5,703,444.00	3
Broward County Board of Commissioners	Broward	Installation of Dewatering Pumps at SRA1A to Maintain Access to Hollywood North Beach Park.	\$9,810,566.67	\$9,516,249.00	\$294,317.00	3
Broward County Board of County Commissioners	Broward	C-4 Canal Conveyance Improvements	\$932,400.00	\$466,200.00	\$466,200.00	2
Broward County Parks and Recreation	Broward	Hardening Seawalls of Intracoastal at Hollywood North Beach	\$18,000,000.00	\$0.00	\$18,000,000.00	4
City of Dania Beach	Broward	SW 37th Terrace Stormwater Project	\$750,000.00	\$375,000.00	\$375,000.00	1
City of Dania Beach	Broward	Southeast Drainage Project	\$14,500,000.00	\$11,020,000.00	\$3,480,000.00	2
City of Dania Beach	Broward	SW 54th Court Stormwater Project	\$700,000.00	\$350,000.00	\$350,000.00	2
City of Hollywood	Broward	Tidal Flooding Mitigation and Shoreline Protection	\$28,000,000.00	\$13,888,000.00	\$14,112,000.00	4
City of Hollywood	Broward	A1A Pump Stations	\$3,650,000.00	\$1,825,000.00	\$1,825,000.00	3
City of Hollywood	Broward	Recapture the Swale Restoration Pilot Program	\$695,000.00	\$368,350.00	\$326,650.00	3
City of Lauderdale Lakes	Broward	Canal Rehabilitation	\$3,000,000.00	\$1,500,000.00	\$1,500,000.00	2
City of Lauderdale Lakes	Broward	Citywide Drainage Improvements	\$7,000,000.00	\$3,500,000.00	\$3,500,000.00	3



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, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-002 ENTITLED, “PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION BACKUP POWER TO CITY HALL”, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC., IN THE AMOUNT OF TWO HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$222,300.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-CHALL-HARDNING-CGA-AWARD-052422, R-2022- Calvin, Giordano & Associates, Inc. Bid Award and Agreement for Professional Engineering Services for Wind Protection Backup Power to City Hal, 22-5917 Dania Beach City Hall_20220512



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES, INC.
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR WIND RETROFIT OF CITY HALL AND
EMERGENCY BACKUP GENERATOR**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the award of RFQ 22-02 "Professional Engineering Services for Wind Protection and Backup Generator to Calvin Giordano and Associates Inc. for designing wind retrofit improvements.

Background

The City entered into an agreement with the Florida Division of Emergency Management (FDEM) to retrofit City Hall for wind protection and to replace the backup generator. The DEM funds 75 percent of the project via the Hazard Mitigation Grant Program in the amount of \$1,804,125. The remaining 25% of the budget will be funded by the City of Dania Beach (City).

Since Federal Funds will be used in this project, FDEM will not allow City to use firms by utilizing a continuing services contract for the existing consultants. On August 27, 2021, the City issued a Request for Qualifications (RFQ) 21-032. On September 24, 2021, only two responses were received. The Consultants' Competitive Negotiation Act (CCNA) requires three respondents. Therefore, the RFQ was reissued on January 14, 2022, as RFQ 22-002 to comply with CCNA requirements. On February 11, the City received the required three responses to RFQ 22-002.

The City Selection Committee, consisting of the Deputy Director of Public Services, the Fleet, and the CIP and Grant Administrator, met on February 23, 2022, to review and evaluate the three (3) proposals. As a result, the Bid Committee selected and recommended the award of RFQ 22-002 to Calvin Giordano and Associates, Inc. (CGA). On March 22, 2022, the Commission adopted Resolution 2022-054, approving the ranking of consultants for professional engineering design services RFQ 22-002, and authorized PSD to negotiate an agreement with CGA, the top-ranked firm.

PSD negotiated a contract with CGA for designing the wind protection and a new backup emergency generator for City Hall in the amount of \$222,300.

\continued...



AU TO EXECUTE AND AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES, INC. FOR
SIONAL DESIGN ENGINEERING SERVICES FOR WIND RETROFIT OF CITY HALL AND
ENCY BACKUP GENERATOR

Budgetary Impact

Funding in the amount of \$222,300 will be appropriated from the City Hall HMGP Project Professional Engineering Account 103-18-65-519-31-30. In accordance with Resolution 2019-136 for acceptance of the HMGP award, the City will appropriate matching funds in the amount of \$601,375.00 from General Fund reserves to be transferred to the Grants Fund, and appropriate HMGP grant funding for the entire project budget.

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the execution of a contract with CGA to design wind retrofit improvements and a new backup emergency generator for City Hall.

RESOLUTION NO. 2022-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-002 ENTITLED, "PROFESSIONAL ENGINEERING SERVICES FOR WIND PROTECTION BACKUP POWER TO CITY HALL", AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC., IN THE AMOUNT OF TWO HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED DOLLARS (\$222,300.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach entered into an agreement with the Florida Division of Emergency Management (FDEM) for Hazard Mitigation Grant Program (HMGP) Funds, awarded by the Federal Emergency Management Agency (FEMA), to wind retrofit City Hall and replace the backup generators for a total cost of Two Million Four Hundred Five Thousand Dollars (\$2,405,000.00), twenty five percent (25%) of which will be funded by the City with a potential waiver of this requirement through the Global Match Program; and

WHEREAS, in accordance with FEMA procurement guidelines, the City issued Request for Qualifications ("RFQ") No. 21-023, entitled "Professional Engineering Services for Wind Protection Backup Power to City Hall" on August 27, 2021, receiving only two of the CCNA-required three responses on September 24, 2022, causing the City Selection Committee to reject the responses; and

WHEREAS, the City re-issued Request for Qualifications ("RFQ") No. 22-002, entitled "Professional Engineering Services for Wind Protection Backup Power to City Hall", on January 14, 2022; and

WHEREAS, the City received three (3) responses and a City Selection Committee composed of the City's Deputy Director of Public Services, Fleet Manager, and the CIP/Grants Administrator met on February 23, 2022, to review and evaluate the submittals and ranked the three (3) highest qualified design firms based on their qualifications as follows:

- | | |
|--|-----------------|
| 1. Calvin, Giordano & Associates, Inc. | 283 points |
| 2. SGM Engineering, Inc. | 266 points |
| 3. Saltz-Michelson Architects, Inc. | 257 points; and |

WHEREAS, on March 22, 2022, the City Commission approved the ranking of the design firms and authorized the proper City officials to negotiate a contract with the highest-ranked firm Calvin, Giordano & Associates, Inc., and an agreement for Two Hundred Twenty-Two Thousand Three Hundred Dollars (\$222,300.00) has been negotiated with Calvin, Giordano & Associates, Inc.;

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 of the City of Dania Beach, Florida authorizes the proper City officials to execute a contract for professional engineering services for the design of wind retrofit and replacement backup generator for City Hall with Calvin, Giordano & Associates, Inc in the amount of Two Hundred Twenty-Two Thousand Three Hundred Dollars (\$222,300.00).

Section 3. That funding in the amount of \$222,300.00 will be appropriated from the City Hall HMGP Project Professional Engineering Account 103-18-65-519-32-30. In accordance with Resolution No. 2019-136 for acceptance of the HGMP award, the City will appropriate matching funds in the amount of \$601,375.00 from General Fund reserves to be transferred to the Grants Fund, and appropriate HMGP grant funding for the entire budget.

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 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

May 12, 2022

Mr. Colin Donnelly

CIP and Grant Administrator

City of Dania Beach

100 W. Dania Beach Boulevard

Dania Beach, FL 33004

RE: Dania Beach City Hall Wind Mitigation and Backup Power

CGA Proposal No. 22-5917.1

Dear Mr. Donnelly,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal to the City of Dania Beach for surveying and engineering services for the Dania Beach City Hall Wind Mitigation and Backup Power project.

I. Professional Engineering Services

A. Civil Engineering

1. The Scope of Professional Services to be provided under this proposal and the associated tasks are detailed in the attached Memorandum of Understanding. The following tasks shall be executed under this agreement:

- Task 100 - Data Collection, Survey and Evaluation
- Task 200 - Preparation of Technical Memorandum
- Task 300 - 60% Design
- Task 400 - 90% Design
- Task 500 - 100% Design

- Task 600 - Bidding Services
- Task 700 - Engineering Services During Construction

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

	Director	Project Mgr	Electrical Eng	CADD Technician	Sr Registered Surveyor	Survey Crew	Survey CADD	Sub-Totals		Sub-Consultants	Totals
Task	\$175	\$150	\$150	\$95	\$145	\$135	\$95			Lakdas	
100	2	30	20	0	8	96	80	236	\$29,570.00	\$11,164.00	\$40,734.00
200	2	26	19	0	0	0	0	47	\$7,100.00	\$8,948.00	\$16,048.00
300	6	60	70	56	0	0	0	192	\$25,870.00	\$31,696.00	\$57,566.00
400	6	48	38	44	0	0	0	136	\$18,130.00	\$9,704.00	\$27,834.00
500	6	38	22	28	0	0	0	94	\$12,710.00	\$7,450.00	\$20,160.00
600	0	17	9	4	0	0	0	30	\$4,280.00	\$1,640.00	\$5,920.00
700	0	108	50	18	0	0	0	176	\$25,410.00	\$18,628.00	\$44,038.00
Total Labor	22	327	228	150	8	96	80	911			
Total Cost	\$3,850.00	\$49,050.00	\$34,200.00	\$14,250.00	\$1,160.00	\$12,960.00	\$7,600.00		\$123,070.00	\$89,230.00	\$212,300.00
						TOTAL PROJECT COST (BASIC SERVICES)					\$212,300.00
						ADDITIONAL SERVICES (CONTINGENCY)					\$10,000.00
						TOTAL PROJECT COST (BASIC SERVICES + ADD. SERVICES)					\$222,300.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.

- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
President

Cost of these services are \$222,300.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: _____

Name: Chris Giordano

Title: President

By: _____ Date: _____

Name: Ana M. Garcia, ICMA-CM

Title: City Manager

Memorandum of Understanding For Engineering Services for the Dania Beach City Hall Wind Mitigation and Backup Power City of Dania Beach

Project: Dania Beach City Hall Wind Mitigation and Backup Power **Date:** May 12, 2022
Project Number: 22-5917.1

In response to the City of Dania Beach (CITY) request, Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this Memorandum of Understanding (MOU) to identify the overall project scope and to outline the scope of professional services and associated fees for the City Hall Wind Mitigation and Backup Power engineering services at the City of Dania Beach. The scope of work proposed under this MOU shall generally include evaluation of the structural envelope of the City Hall building and replacement of the existing backup power as well as preparation of the corresponding construction documents. This includes evaluation, detailed design, construction documents, inspection and project close out as indicated in the Hazard Mitigation Grant Program (HMGP) agreement.

BACKGROUND

The City Hall is a two-story buildings, originally constructed in 1978, located at 100 West Dania Beach Boulevard.

The CITY obtained funds through the HMGP DR-4337-203-R to provide wind protection and perform the required improvements to the City Hall Building envelope and the addition of a new emergency generator system. The approved grant includes the following:

1. Provide protection to the City Hall building envelope by reinforcing walls, columns, and tie beams, replace windows, louvers, doors, roll-up doors and roof, as needed. The wind mitigation shall provide protection against 187 miles per hour (mph) winds and impact requirements indicated by the effective Florida Building Code.
2. Provide wind protections to any other openings such as vents, louvers and exterior mounted A/C units.

Replace the existing generator system with a new 350 kW permanent diesel generator, including required modification to the electrical system as required for the new generator installation. The new generator shall be protected against a 500-year flood event and against wind with a rated enclosure based on its location requirements.

PROJECT SCOPE

The general scope of work to be completed by CGA includes the preparation of a technical memorandum to summarize the wind mitigation evaluation, detailed design, construction documents, inspection and project close out for the Wind Mitigation project.

The anticipated scope of work shall include the following per the HMGP agreement requirements.

- City Hall Building per HMGP agreement



- i. Review the executed HMGP contract number H0327 between the CITY and the State of Florida Division of Emergency Management (FDEM) and Florida Department of Environmental Protection (FDEP).
- ii. Conduct an evaluation of the existing structural condition of the exterior envelope and A/C units located on the roof and ground floor level of the building(s) for compliance to the 187 mph winds speed protection and requirements as indicated by the effective Florida Building Code. Evaluate the structural exterior components in comparison with current live, dead and wind load criteria.
- iii. Utilize a Leica C10 High Resolution 3D Scanner to obtain as-built information of the building. Compile multiple scans around the perimeter of each structure with sufficient overlap for data processing and quality control with redundancy. Process individual data point clouds through 3D scanner software to create a spatially precise as-built of each structure and export into an AutoCAD drawing file structure. Create an AutoCAD file showing the plan view and elevation of the exterior of the two buildings.
- iv. Design the required improvements to meet the wind mitigation requirements, including but not limited to, replacement of windows, louvers, exterior mounted equipment, doors and roof and reinforcement of walls and columns.
- v. Replace the existing diesel generator and associated electrical systems as needed with a proposed permanent generator, including associated electrical work required for generator installation. The proposed generator shall be protected against a 500-year flood event and against wind with a rated enclosure based on its location requirements. Verify proposed generator capacity will maintain the City Hall building running at full capacity matching the existing generator running time as a minimum.
Currently, the City Hall houses an existing 350-kW generator located within the site facility. The exiting 350kW diesel generator with a diesel belly tank and weatherproof enclosure is enclosed in an open CBS enclosure.
- vi. Replace and modify the existing emergency electrical distribution system of the City Hall Building, including the transfer switch, main disconnect switch and panel boards as needed.
- vii.

SCOPE OF PROFESSIONAL SERVICES

The services offered by CGA under this MOU generally consist of the work included in the current HMGP agreement, as noted above. CGA shall execute Professional Services Agreements (PSA's) with Lakdas/Yohalem Engineering Inc. (LYE) to assist with the structural evaluation of the exterior envelope of the buildings. The Scope of Professional Services to be provided under this MOU and the associated fees are detailed below.

The following tasks shall be executed under this agreement:

- **Task 100: Data Collection, Survey and Evaluation**
- **Task 200: Preparation of Technical Memorandum**
- **Task 300: 60% Design**
- **Task 400: 90% Design**
- **Task 500: 100% Design**
- **Task 600: Bidding Services**



- **Task 700: Engineering Services During Construction**

Task 100 – Data Collection, Survey and Evaluation

CGA shall perform the due diligence to obtain the required information to complete the evaluation and design. These services shall include:

1. Review site pictures, record drawings, permits, copies of any emergency repair work and other CITY records. CGA will also request and review all the drawings and permits closeouts documents available from the CITY Building Department.
2. Utilizing a Leica C10 3D Scanner obtain 3-dimensional scans of each side of the building from ground level to roof line. Process point cloud individual scans using cloud-based software into one overall 3D data set for downloading into AutoCAD. Prepare a separate building elevation drawing for the East, West, North and South building sides.
3. Update the previously prepared Map of Boundary and Topographic Survey dated April 24, 2019, to reflect current site conditions. The survey drawings will be presented on 24” x 36” sheets at an applicable scale and will be prepared in accordance with the Standards of Practice requirements for Surveying and Mapping in the State of Florida as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027.
4. Conduct a visual structural condition assessment of the exterior and the electrical distribution systems of the Building. This assessment shall identify structural defects such as corrosion, fatigue or structural damage by accidental actions. Two (2) site visits are assumed for this task.
5. Review the record drawings available and identify the critical structure members based on the building elevation and plan view drawings. Evaluate and analyze the exterior envelope of the building structure for gravity (dead and live) load requirements, lateral wind load requirements per ASCE 7-15.
6. Evaluate the diesel generator requirements, part of the evaluation will be site studying a location for the proposed generator.
7. This task will also include general coordination with CITY staff related to progress and potential issues/resolution that may evolve throughout the life of the Project.

Task 200 – Preparation of Technical Memorandum

CGA will prepare a technical memorandum (TM) providing a compilation of the findings and preliminary recommendations of the structures to be improved to withstand current wind load. In addition, the TM will include a description of the proposed design for the installation of the new natural gas generator. The TM will also provide a preliminary cost estimate for the proposed preliminary recommendations. The services under this task will include the following:

1. Prepare a TM to include the assessment findings and preliminary recommendation related to improving the existing City Hall Building, and associated preliminary cost estimate. A total of one meeting is assumed for this task.
2. CGA will investigate the option of a natural gas generator by contacting the gas utility company for natural gas availability in the areas.

Deliverables

- Electronic copy (pdf format) of the Technical Memorandum.
- Meeting Agenda and summaries



Task 300 – Preparation and Development of Plans and Specifications – 60% Design

CGA will prepare preliminary plans and technical specifications as a single package for the Project. The services under this task will include:

1. Preparation of civil, structural, electrical, and fuel drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in digital (.pdf) format.
2. Preparation of technical specifications using CGA and CITY standard requirements as applicable. The draft specifications will be provided in .pdf format. The CITY shall provide its latest front-end documents, and CGA shall modify and incorporate them into the bid package.
3. Preparation of an Engineers Opinion of Probable Construction Costs at the 60% Design submittal milestone and will update it at each subsequent submittal milestone.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes and progress to the 90% Design task as outlined below. It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.
5. All work shall be in accordance with all currently applicable local, state, and federal rules, regulations, and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC and NFPA.

Deliverables:

- 60% Preliminary Design Package (one electronic (pdf) copy), including:
 - Preliminary Drawings,
 - Draft Technical Specifications
 - Engineers Opinion of Probable Construction Costs.
- Attendance at plan review meeting with CITY.

Task 400 – Preparation and Development of Plans and Specifications – 90% Design

CGA will prepare preliminary plans and technical specifications as a single package for the Project. The services under this task will include:

1. Incorporation of the CITY's 60% Design Review comments into the documents and development of the civil, structural, electrical, and fuel drawings to (final) Bid Drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the CITY's 60% Design Review comments into the technical specifications, and development of the specifications to Final Documents for the Project.
3. Updating of the Engineers Opinion of Probable Construction Costs.
4. Submit 90% plans to the CITY for Building Department dry run.
5. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes and progress to the 100% Design task as outlined below. It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.



6. All work shall be in accordance with all currently applicable local, state, and federal rules, regulations, and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC, IC and NFPA.

Deliverables:

- 90% Preliminary Design Package (one electronic (pdf) copy), including:
 - Preliminary Drawings,
 - Draft Technical Specifications
 - Engineers Opinion of Probable Construction Costs.
- Attendance at plan review meeting with CITY.

Task 400 – Preparation and Development of Final Design – 100% Design

CGA will prepare final plans and technical specifications as a single package for the Project. The services under this task will include:

1. Incorporation of the CITY's 90% Design Review comments into the documents and development of the civil, structural, electrical, and fuel drawings to (final) Bid Drawings for the Project. Drawings will be prepared in AutoCAD format using 24x36 format. The design will incorporate applicable CGA and CITY standards whenever possible. All drawing submittals will be provided in both hardcopy (24" x36") and digital (.pdf) formats.
2. Incorporation of the CITY's 90% Design Review comments into the technical specifications, and development of the specifications to Final Documents for the Project.
3. Updating of the Engineers Opinion of Probable Construction Costs.
4. Attendance at a meeting with the CITY to review and discuss the documents and to address any outstanding comments or concerns. Upon completion of the meeting and receipt of the CITY's plan review comments, CGA shall prepare meeting minutes, address any remaining concerns resulting from the meeting, and provide final signed and sealed Bid Documents (letter size specifications and 24"x36" drawings). It is assumed that the City will provide review comments within ten (10) days of receiving the plans and specifications submittal.
5. All work shall be in accordance with all currently applicable local, state and federal rules, regulations and design standards including, but not limited to: CITY, USEPA, FDEP, OSHA, NEC and NFPA.
6. Geotechnical Investigation is included in this scope of work nor this service anticipated to be required to complete the design.

Deliverables:

- 100% Final Design Package (in both hardcopy (24"x36") and digital (.pdf) formats), including Final Drawings, Technical Specifications, and Engineers Opinion of Probable Construction Costs.

Task 500 – Bidding Services

CGA will provide bidding services to the CITY for a single construction contract for the wind mitigation improvements. The services to be provided under this task will include:

1. Attend pre-bid conference, prepare and provide meeting minutes. An electronic copy of meeting minutes will be submitted to CITY in PDF format for review and approval. Responses to pre-bid conference questions will be in the form of addenda issued to CITY for review and approval.



2. Prepare addenda addressing additions, deletions, modifications, or interpretations to the contract documents. Issuance of one addendum is assumed.
3. Evaluate up to three (3) low bidder packages for mathematical correctness and references. Provide a bid tabulation spreadsheet to the CITY.

Task 600 – Engineering Services During Construction

The services under this task will include:

CGA will provide construction services to the CITY for a single construction contract:

1. Attend one pre-construction meeting with the CITY and selected contractor. Prepare meeting minutes.
2. Review shop drawings and respond request for information (RFI) for conformance with the design criteria.
3. Prepare record drawings based on the Contractor's as-builts and CITY's Inspector recommendation.
4. Observe and record all observation testing, including electrical and structural testing.
5. Provide Inspection Services during construction to certify the work was constructed in substantial conformance with the design. A total of one (1) site visit per week for the duration of the project is assumed for this task. Prepare monthly FDEM reports. It is assumed that the project duration will be twelve (12) months.
6. Assist City with HMGP agreement compliance, including coordination with Contractor and State. Reimbursement request from the City to FDEM/FEMA are not included.
7. Conduct one (1) substantial completion field observations site visit for each engineering discipline, submit punchlist.
8. Conduct one (1) final completion field observations site visit for each engineering discipline to confirm that the Contractor's completed work is in general accordance with the Contract Documents and that all previously issued punchlist items have been addressed by the Contractor. Submit final punchlist.
9. Participate in start-up/commissioning period, a total of two (2) site visits are assumed for this task.

Assumptions:

- The scope of work will be limited only to the items included in the HMGP agreement for wind mitigation improvements of the City Hall building.
- No geotechnical investigation will be performed, the design will use the latest geotechnical report available provided by the CITY.
- It is assumed that the record drawings available have the required structural information to perform the analysis, therefore non-destructive test will not be included in the scope of work.
- All permitting fees shall be paid by the CITY.
- Reimbursement request coordination with the City and/or FDEM/FEMA are not included.
- These services are based on assumed improvements based on current conditions. If additional improvements are needed and not included in the scope of work, an additional services proposal may be required.
- CGA will provide Design Team coordination to assure the project progresses on schedule. This include internal progress meetings; coordination with sub-consultants and CGA staff; coordination with the Owner; budget control and invoice processing; responding to Owner



comments; provide supporting documentation for design and permitting; and quality control review of design; overall coordination to keep the Owner aware of the project's progress, budget, schedule and critical design decisions.

- Access to the City Hall site will be provided by the CITY.

Information to be provided by the Client:

- CITY will provide front end documents for modification and incorporation into the CD's.

Services not included on this MOU:

- Geotechnical Investigation
- Non-destructive test
- Evaluation, design, bidding, and engineering services during construction of the following items at the City Hall Building:
 - i. Evaluate nor design the ventilation system for the existing City Hall Building.
 - ii. Evaluate the existing drainage system of the site.
 - iii. Evaluate the existing electrical distribution systems outside of the immediate replacement of the proposed generator replacement components.
 - iv. Modifications to the electrical rooms and electrical switchgear to meet NEC compliance.
 - v. National Electrical Code (NEC) violations solutions are not part of the scope of work.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 22-014 ENTITLED, “AQUATIC AND LIFEGUARD SERVICES”, RELATED TO THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH USA MANAGEMENT, LLC (D/B/A USA POOLS OF FLORIDA), FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$377,530.00) PLUS THE COST OF AQUATIC CLEANING SUPPLIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Aquatic and Lifeguard Services RFP 22-014, R-2022- USA Management, LLC dba USA Pools of Florida Bid Award and Agreement for Aquatic-Lifeguard Services (RFP 22-014), FW_ City of Dania Beach Proposal Pricing, Aquatic Management Proposal



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Eric Brown, Director of Parks & Recreation
Cassi Waren, CPRP, Assistant Director of Parks & Recreation 

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS ("RFP") NO. 22-014 ENTITLED, "AQUATIC AND LIFEGUARD SERVICES", RELATED TO THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH USA MANAGEMENT, LLC (D/B/A USA POOLS OF FLORIDA), FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$377,530.00) PLUS THE COST OF AQUATIC CLEANING SUPPLIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Request

The Parks and Recreation Department is requesting the adoption of a resolution of the City Commission authorizing a bid award to be granted to USA Management, LLC d/b/a USA Pools of Florida, for lifeguard, operation and maintenance services for CW Thomas Park Pool and PJ Meli Aquatic Complex; authorizing the proper city officials to execute an Aquatic Facilities Management agreement for professional aquatic management, aquatic cleaning services and an aquatics director with USA Management, LLC, for a total amount not to exceed three hundred seventy seven thousand five hundred and thirty dollars (\$377,530.00) plus the cost of aquatic cleaning supplies.

Background

The City of Dania Beach owns two pools, one located at PJ Meli Aquatic Complex and one located at CW Thomas Park. In 2019 the City went out to bid for aquatic and lifeguard services and selected Jeff Ellis Management to operate both pools. The contract with Jeff Ellis Management was due for renewal at the end of March 2022. Staff from Jeff Ellis Management met with the Department of Parks and Recreation on March 1, 2022 to let the Department know that if the contract was to be renewed, we would need to amend the contract to include a price increase of almost \$100,000. Due to the dramatic increase in price,

\continued...



the Department deemed it necessary to extend the contract until June 8, 2022 to allow for time to re-bid the Aquatic & Lifeguard Services.

On Friday, March 25, 2022, the City issued Request for Proposals (RFP) 22-014 for Aquatic and Lifeguard Services. The RPQ closed on Friday, April 15, 2022.

The Bid Committee, consisting of the Director of Parks and Recreation, the Assistant Director of Parks and Recreation, the Superintendent of Parks and Recreation and the Recreation Program Manager met on Friday, April 22, 2022, to review and evaluate the two (2) proposals. The Bid Committee ranked the responsiveness of the firms as follows:

1 st Most Responsive	USA Management, LLC	\$377,530.00
2 nd Most Responsive	CPR Etc., Inc	\$613,237.00

The Department would like to note, that while the provided budgeted cost for operation of CW Thomas Park pool is \$81,520 annually, the City will not be charged any fees for CW Thomas Park pool during the demolition and construction of CW Thomas Park.

The total cost for the professional aquatic management and aquatic cleaning services along with the aquatics director is \$377,530.00. There is an additional month cost associated to the pool services items such as chemicals. While we cannot determine the exact costs associated to these purchases, staff has spoken with the vendor and it is roughly estimated at \$35,100 per year, \$12,300 for CW Thomas and \$22,800 for PJ Meli.

Budgetary Impact

The funding for the services provided was planned and is available in the General Fund, Recreation Department, PJ Meli Aquatics Division Contract Services Account No. 001-72-06-572-34-10.

Recommendation

The Parks and Recreation Department is requesting the adoption of a resolution of the City Commission authorizing a bid award to be granted to USA Management, LLC d/b/a USA Pools of Florida, for lifeguard, operation and maintenance services for CW Thomas Park Pool and PJ Meli Aquatic Complex; authorizing the proper city officials to execute an Aquatic Facilities Management agreement for professional aquatic management, aquatic cleaning services and an aquatics director with USA Management, LLC, for a total amount not to exceed three hundred seventy seven thousand five hundred and thirty dollars (\$377,530.00) plus the cost of aquatic cleaning supplies.

RESOLUTION NO. 2022-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS (“RFP”) NO. 22-014 ENTITLED, “AQUATIC AND LIFEGUARD SERVICES”, RELATED TO THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX, AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH USA MANAGEMENT, LLC (D/B/A USA POOLS OF FLORIDA), FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$377,530.00) PLUS THE COST OF AQUATIC CLEANING SUPPLIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials advertised a Request for Proposals (“RFP”) for Aquatic/Lifeguard Services No. 22-014 for the P.J. Meli Aquatic Complex and the C.W. Thomas Park pools and two (2) bids were received by the City on April 15, 2022; and

WHEREAS, bids were received from two (2) firms as follows:

1st Most Responsive USA Management, LLC \$377,530.00

2nd Most Responsive CPR Etc., Inc. \$613,237.00; and

WHEREAS, the City Bid Review Committee met on April 22, 2022, and recommends that the City Commission award the bid to USA Management, LLC d/b/a USA Pools of Florida (“Contractor”) as the most responsive and responsible proposer for the services requested by the City in an annual amount not to exceed Three Hundred Seventy-Seven Thousand Five Hundred Thirty Dollars (\$377,530.00) plus the cost of aquatic cleaning supplies; and

WHEREAS, the City agrees to annual price increase equal to the CPI-U All Urban Consumers for the month prior to renewal not to exceed 7.5%.; and

WHEREAS, the City is seeking to enter into a two (2) year agreement with the option to renew for two (2) additional one (1) year periods; and

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

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

Section 2. That the proper City officials are authorized to execute an Aquatic Facilities Management Agreement with USA Management, LLC d/b/a USA Pools of Florida for the provision of lifeguard, operation and maintenance services for the P.J. Meli Aquatic Complex and the C.W. Thomas Park Pool for a two-year period, and with an annual price increase according to CPI or 7.5%, whichever amount is lower.

Section 3. That funding for the services provided by this Agreement was planned and is available in the General Fund, Recreation Department, PJ Meli Aquatics Division Contract Services Account No. 001-72-06-572-34-10.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such Agreement as are deemed necessary and proper and in the best interest of the City.

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

Section 6. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

From: [Ramos, Sasha](#)
To: [Waren, Cassi](#)
Subject: FW: City of Dania Beach Proposal Pricing
Date: Tuesday, May 17, 2022 4:34:04 PM

FYI.

Sasha Ramos
Procurement Administrator | City of Dania Beach
<mailto:sramos@daniabeachfl.gov> | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 x3673 | Fax: 954-922-5619
Web: <http://daniabeachfl.gov/> | FB: <https://www.facebook.com/cityofdaniabeach/>

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: alison@usamanagement.com <alison@usamanagement.com>
Sent: Tuesday, May 17, 2022 4:23 PM
To: Ramos, Sasha <sramos@daniabeachfl.gov>
Subject: RE: City of Dania Beach Proposal Pricing

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

Yes if you add the AD the total would come to \$377,530.00 annually

Thank you,

Alison Abbott
USA Pools | USA Management
877-248-1872

From: Ramos, Sasha <sramos@daniabeachfl.gov>
Sent: Tuesday, May 17, 2022 4:15 PM
To: alison@usamanagement.com
Subject: RE: City of Dania Beach Proposal Pricing

Ok, so the addition of the aquatics director will bring the total to \$377,530.

PJ Meli
Lifeguards \$226,090.00
Cleaning \$2,080.00 per month x 12months= \$24960

Thomas

Lifeguards \$81,520.00

Cleaning \$870 per month x 12 months= \$10,440

Aquatics Director \$34,520

Total \$377,530

Sasha Ramos

Procurement Administrator | City of Dania Beach

<mailto:sramos@daniabeachfl.gov> | daniabeachfl.gov

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

Phone: 954-924-6800 x3673 | Fax: 954-922-5619

Web: <https://protect-us.mimecast.com/s/1Hq1CNkpw4SQJX8HmvgFd/> | FB: <https://protect-us.mimecast.com/s/S1WrCOYqx4tgl4jSvOsX5/>

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: <mailto:alison@usamanagement.com> <<mailto:alison@usamanagement.com>>

Sent: Tuesday, May 17, 2022 4:09 PM

To: Ramos, Sasha <<mailto:sramos@daniabeachfl.gov>>

Subject: RE: City of Dania Beach Proposal Pricing

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

The aquatic director is an add alternate if you want to add it its an addl cost of \$34,520.00

Thank you,

Alison Abbott

USA Pools | USA Management

877-248-1872

From: Ramos, Sasha <<mailto:sramos@daniabeachfl.gov>>

Sent: Tuesday, May 17, 2022 2:20 PM

To: <mailto:alison@usamanagement.com>

Subject: RE: City of Dania Beach Proposal Pricing

Thank you. One final thing, does the cost below include the aquatics director?

Sasha Ramos

Procurement Administrator | City of Dania Beach

<mailto:sramos@daniabeachfl.gov> | daniabeachfl.gov

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

USA Pools of Florida



Aquatic Facility Management
CW Thomas Park and PJ Meli Aquatic
Center
City of Dania Beach, FL



April 14, 2022

RE: Aquatic Facility Management

All,
Thank you for the time you invested with USA Pools of Florida; a partner company of USA Management in assessing the professional needs of your aquatic facility at **City of Dania Beach**. Included is some information to help you better understand the commitment and tradition of being a part of the USA Management family. Also, you will find attached a proposal that can be reviewed and tailored to your needs.

USA Management is an highly experienced organization that achieves full compliance with each and every aspect of aquatic and pool management. Our USA training and audit program has completely eliminated year round staffing challenges that other aquatic operations face every day, week, month and year. Please keep in mind that our primary objective is water **SAFETY!** We provide the highest level in water safety by enforcing Active Lifeguarding and parental supervision. Our safety procedures and extensive management experience provide for a highly trained and experienced staff to proactively serve your guests/patrons. We also raise the bar in every aspect of facility management and customer satisfaction. An annual walk-through inspection will help you budget and plan for any needed repairs. This inspection will help eliminate surprise repairs and untimely breakdowns. We are on call for your facility 24 hours a day, 7 days a week. You have the assurance that if a problem arises, we will have it fixed.

Isn't it time that the aquatic industry truly manages an aquatic facility the RIGHT way? We at USA Management believe it is! We have spent hundreds of thousands of dollars in market research and many years investing and developing software to support the process of true aquatic management. We listen to our clients and are meeting these needs using big data. We have partnered with and help develop a break through app and web portal that provides "real time" reporting, cleaning checks and balances, safety zones with rescue audits, maintenance requests, repair status updates, scheduling, programming and event registration, financial reporting, and much, much, more. This state of the art technology has made it possible to have accountability and transparency in our partnership with our clients, staff and employees. As we enter into another swim year, we know that we are the voice and stalwart of experience in this industry. We recognize the importance in having the experience, background and knowledge to manage your type of operation and most importantly protect your association, our staff and the community from risk and liability.

We appreciate your faith in USA Pools of Florida for all of your aquatic operational needs.

With Kind Regards,

USA Sales Team

USA Pools of Florida a division of USA Management
877.248.1872

www.usamanagement.com



Our Success

Our success was established decades ago, on dreams of improving the aquatic experience both affordably and efficiently. By creating innovative programs to supplement little, or no, existing activities, we are able to generate revenue and cut costs. Examples of these programs include senior swim, scuba certification, water babies, swim lessons and private events. USA Management markets and promotes these events through various outlets increasing attendance and enhancing the sense of community.

We have effectively maximized usage of the operations and created a knowledgeable awareness of pool safety with each class. With drowning being the leading cause of death in children under five, and majority of deaths being at swimming pools, we have implemented safety regulations that include wristbands on children under a certain height, swim tests, and Rules Day. The operational systems that we have customized for you will create a foundation of success that can free up the Association to focus on other tasks.



With decades of knowledge we realized it couldn't only be our passion for protecting the public and implementing water safety. So we went out and searched for the best of the best in the business. Since building our company we have developed and maintained extensive training for our team members regarding water safety and educating others in water safety. Our organization's team members are trained in all types rescue and life saving scenarios as well as hospitality.

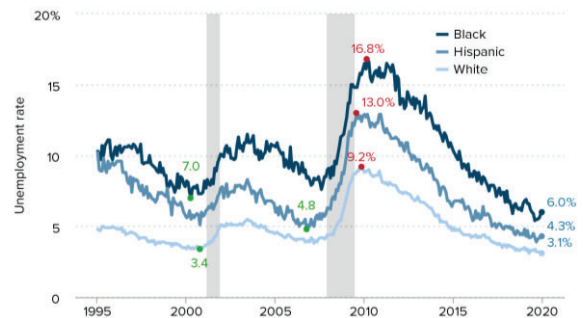
Hospitality is a way of living and breathing in business. Without it we would not survive and since our clients and communities have daily interactions with our team members we also train them on how to serve and communicate. We as a company are always ready to serve and lead the way in the Aquatics Industry. You won't go wrong if you choose USA Management.



Hiring Boom

All types of seasonal jobs have become hard to fill due to recent economic trends: The U.S. unemployment rate continues to sink, hitting a 17-year low in December (3.9 percent), and job seekers are finding work more easily than at any time since the mid-90s. Job openings in the United States have now topped roughly 6 million for five months in a row, a record streak, according to the Bureau of Labor Statistics (BLS).
- SHRM

Unemployment rate of workers age 16 and older by race and ethnicity, 1995–2020



Source: Bureau of Labor Statistics' Current Population Survey, public data series

Economic Policy Institute

From December 2016 to September 2019, nominal wages rose 16.79% - The conversation
“Blue collar boom,” noting that wages “are rising fastest for low-income workers.” – USA Today
Pay for the bottom 25% of wage earners rose over 15-20% . -SHRM

Unemployment is at a phenomenally low level. You have people of all ethnicities doing well.
And we’re still adding jobs. – NY Post

On average, Americans have seen a 17% jump in household wealth since 2016 election, while wealth at the bottom half has increased 54%. - Rutgers

Pay is rising faster for lower hourly rates than expected. Recent growth for workers with low wages outpaced high wage workers by the widest margin in 20 years. - NY Times

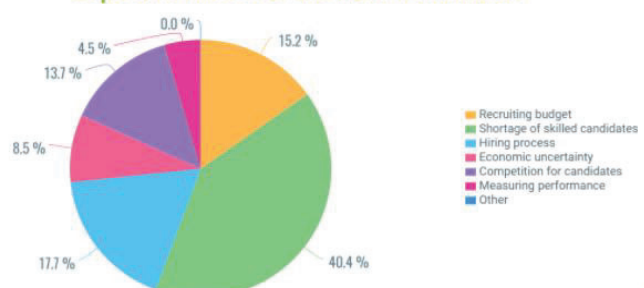
What does this mean to you?

We are working hard to remain competitive in the labor market while providing quality & qualified staff at the lowest possible price. However, seasonal employees are no longer satisfied with the “norm” in pay rates. Young people are seeking much higher wages (\$12-\$15+)! Our Agreement offers a Silver, Gold & Platinum package to stay competitive. You make the choice!

Most of your costs is Labor!

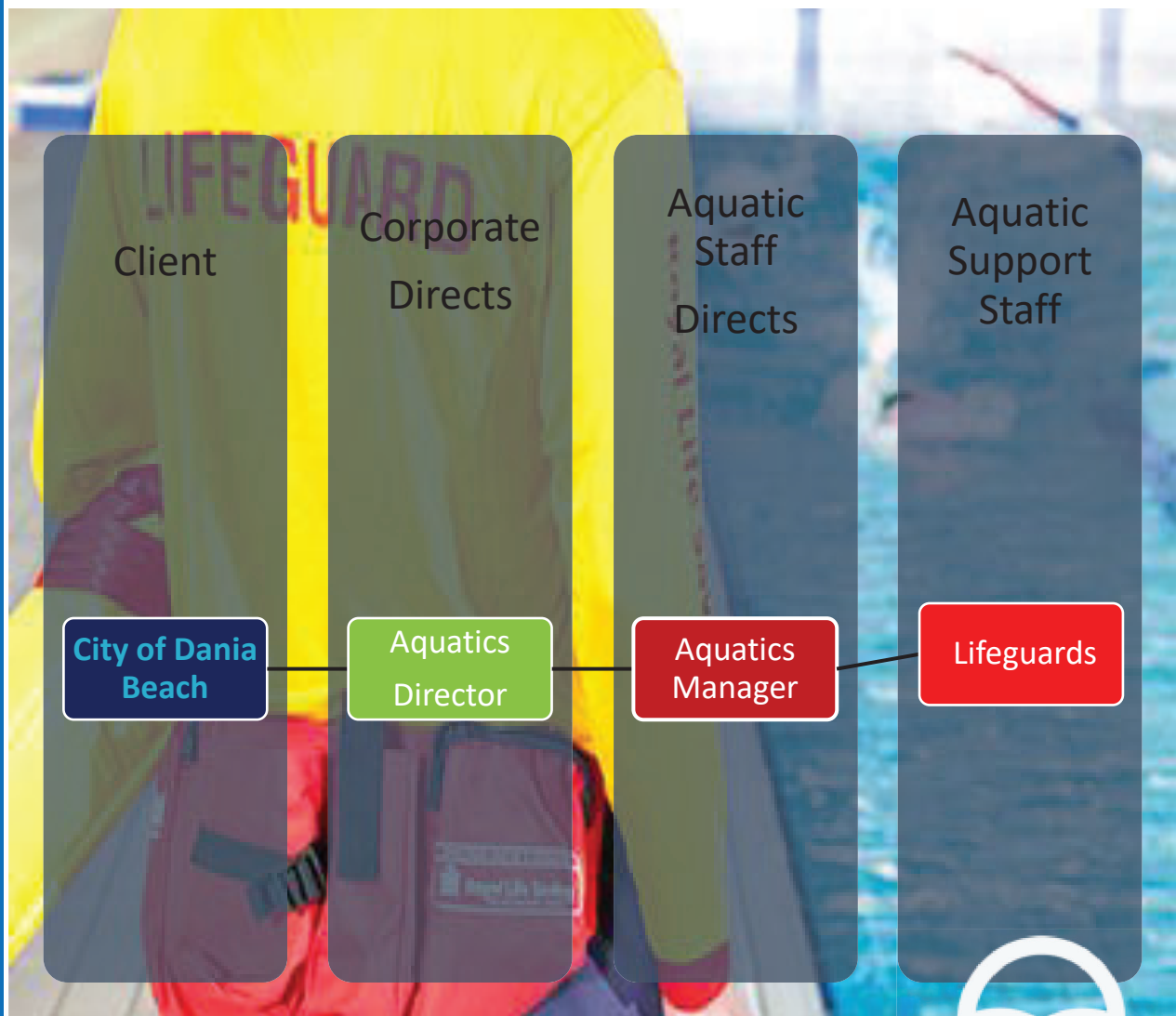


What is the biggest recruitment challenge you expect to face over the next 12 months?



Source: GetApp

Aquatic Staffing



Staffing Your Aquatic Facility

Meli Aquatic Center



Thomas Park



Addl Guard station in peak season

Guard station/ zone



Aquatic Staffing



Cleaning is preformed by a cleaning team to ensure that lifeguards are fully committed to the safety of the facility. Cleaning is done on specific needs of each client and is provide upon request.



USA hires the best possible candidates for each location. This can vary on the requirements of the location. All candidates go through a pre-screen and interviewing process. Continuing education is important to USA Management and this is also determined on the terms of the agreement and its time frame.



USA Management typically works through repairs with it's sister company USA Pools Construction. This allows USA to provide services and repairs in house.



As the Owner, you determine when the facility is open, closed, etc. We are here to manage the processes and keep fluid operations. We are happy to consult or make recommendations, but it is always your decision.



Maintenance and Cleaning

WHAT WE KNOW

- WE KNOW - 87% of members at private clubs are not satisfied with maintenance and cleaning practices at their amenities.
- WE KNOW - Swimmers care more about chlorine levels at a swimming pool than any other chemical reading.
- WE KNOW - Filed complaints with the environmental health departments are up 73% over the past 5 years with commercial swimming facilities.
- WE KNOW - 89% of people say odor is the leading sign of uncleanness.
- WE KNOW - 88% of people say that overflowing trash cans are a sign of a dirty facility.
- WE KNOW - 93% of people say that dirty or sticky floors are a sign of a dirty facility.
- WE KNOW - A dirty scum line (tiles) is a direct failure of a swimming pool's filtration system.
- WE KNOW - A dirty pool bottom is a direct result of poor water circulation.
- WE KNOW - That skimmers/gutter system should recirculate 80% of the pool's water every 6 hours or less.
- WE KNOW - Cloudy pool water is caused by 2 symptoms.
 1. Improper or poor water filtration circulation.
 2. Low Chlorine or sanitizer levels.

WHAT WE BELIEVE

- WE BELIEVE - Trained professional cleaners are the best resource to clean a public or private club.
- WE BELIEVE - Trained professional certified pool operators should operate and monitor filtration equipment.
- WE BELIEVE - Trained professionals should administer deep cleaning duties at public or private clubs.
- WE BELIEVE - Lifeguards & pool staff should conduct light daily cleaning duties.
- WE BELIEVE - Lifeguards & pool staff should report maintenance and cleaning items immediately.
- WE BELIEVE - A scheduled cleaning program is the best way to identify staff and have accountability.



Water Safety Facts



Over 4400 children between the ages of zero and 14 drown annually. That is over 12 children a day. Drowning ranks fifth among the leading causes of unintentional death in the United States.

Statistically less than 10% of people will notice a body on the bottom of the pool in less than one minute and 20 seconds.

So who is most at risk?

Nearly 80% of people who die from drowning are males. Children ages 1-4 have the highest drowning rates. Also, African American children ages 5-14 are 3 times more likely to drown than the same age of Caucasian children.

What are some factors of drowning risk?

- Lack of swimming ability
- Lack of parent supervision
- Failure to wear life jackets
- Alcohol use

What has research found?

- Encourage people to learn how to swim
- Know CPR – Seconds count
- Lifejackets reduce risk
- Drowning IS a silent killer – it occurs quickly and quietly

Tips to provide safety!

- Constantly use your scanning strategy skills.
- Enforce touch supervision with parents and their children around water.
- Enforce the Buddy System – Always make sure swimmers swim with a buddy.
- Help promote swimming lessons – Formal swim lessons can protect children from drowning.
- Know your CPR skills – CPR saves lives.
- Know that Air/Foam toys are not safety devices.
- No drinking and swimming.
- Hyperventilating before swimming underwater can cause you to pass out and drown.

Safety in Your Community

USA Management partners and believes in the practice of Note and Float and their research and studies on Aquatic Safety.

Note & Float is designed to reduce drowning at aquatic facilities through a device that has been around for centuries—the lifejacket. Lifejackets abound in open water, but are too rare in pools. Note & Float promotes the use of lifejackets in all pools for all non-swimmers, leading to a new culture that non-swimmers wear lifejackets at all aquatic facilities, just as bikers wear helmets. We should teach all children to swim. But before they can...let's float 'em!

Note & Float provides guidelines for aquatic facilities to enforce the use of lifejackets for non-swimmers as a supplement, not a replacement, for supervision. Identify non-swimmers and require they wear a lifejacket along with close supervision of an adult.



For more information: <http://www.aquaticsafetygroup.com/NoteAndFloat.html>

This is a recommendation and cost is not included in proposal.

Safety in Your Community



**USA Management
can guarantee NO
drownings!**



How it Works:

Swimmers wear active wristbands, which detect possible [drowning](#) by monitoring the pattern of abnormal depth for too long a time. The wristbands send an alarm that is picked up by receivers in the pool and are distributed to sirens, lights, pagers or walkie-talkie radios, depending on configuration and operator choice.

Drowning Detection - Keeps your pool safe

Parents and lifeguards can get distracted and a [drowning](#) incident happens quickly, silently and undetected. Reducing the time before a [drowning](#) incident is identified is of utmost importance!

The wristband is a personal safety device inside a facility. It keeps track of guests while swimming or playing in the pool and if a user stays too deep for too long the [Drowning](#) Detection system will immediately alert lifeguards!

- Acts as an extra level of safety if lifeguards and regular safety procedures fail.
- Makes sure an alert is raised if an incident is not spotted by lifeguards and parents.
- Shows that a pool operator is willing to invest in safety.
- Yellow for non swimmers, Green for swimmers

No swimmer will be left unnoticed!



Additional Features:

● Entrance Ticket ● Locker Access ● Cashless Payments ● Area Access

This is a recommendation and cost is not included in proposal.

Water Safety

WHAT WE KNOW

- WE KNOW - An average of over 3,500 fatal drownings happen annually each year in the US. (That's about 10 per day)
- WE KNOW - Children ages 1-4 have the highest drowning rates.
- WE KNOW - About 1 in 5 that die, are ages 14 and younger.
- WE KNOW - Every child who dies from drowning, another 5 receive emergency department (EDs) care for water submersion injuries.
- WE KNOW - More than 50% of near drowning accidents require hospitalization that can cause severe brain damage, memory problems, learning disabilities and permanent loss of basic functions.
- WE KNOW - Nearly 80% who die are male.
- WE KNOW - A child 4 and under, in a non-guarded pool, is 14 times more likely to be involved in a death rather than a car accident.
- WE KNOW - Young swimmers visit swim facilities more frequently than adults.
- WE KNOW - Child drownings are silent.
- WE KNOW - 58% of parents do not consider drowning a threat to their child.

WHAT WE BELIEVE

- WE BELIEVE - Lifeguards are on duty to enforce rules, safety and guard people's lives.
- WE BELIEVE - Lifeguards are to provide ACTIVE water safety skills.
- WE BELIEVE - Lifeguards should follow the 5 minute scanning strategy.
- WE BELIEVE - Lifeguards should enforce a swim test.
- WE BELIEVE - Lifeguards should enforce "touch-supervision".
- WE BELIEVE - Lifeguards should enforce CGA life jackets to non-swimmers.
- WE BELIEVE - Lifeguards will enforce the buddy system.
- WE BELIEVE - Lifeguards should encourage learn to swim programs.
- WE BELIEVE - Seconds count. Lifeguards will promote CPR skills.
- WE BELIEVE - Proper supervision around water at all times.
- WE BELIEVE - Air & foam toys are not proper flotation devices.
- WE BELIEVE - Water safety starts at home.

Introducing Smart Aquatics



You asked and we delivered! USA Management has worked with technology devolvement teams to bring you the first and only smart aquatics management system. With gadgets and phone applications our world has become web-based. Join in the rest of the **Smart Cities** across the country and see how **GO AQUATIX** can benefit your community!

As the first aquatics company to use an electronic GPS clock- in systems. We have furthered our abilities to be proactive in management. From clock-ins to chemical readings, everything is digital and everything is real time. This cloud based system stores recorded documents, such as, staff time sheets, payroll, chemical readings, customized checklists, incident reports, etc. all in real time. This system also alerts us when chemical reading has not been completed on time. Did we mention it allows our customers to log in and view data and reports regarding their facility done by the Company and its team members in **REAL TIME?!**

Go Aquatix is an important tool for our team members. This is where they will begin their continuing education each week, they clock in, views information about the facility they will be working in, view payroll reporting about themselves, learns how to complete and view a schedule, view their points earned each shift and much more. They also complete check lists that have been tailored to the community they are working in.

For a Demo on what this system looks like please contact me. I will happily email you the link with the user name and password.

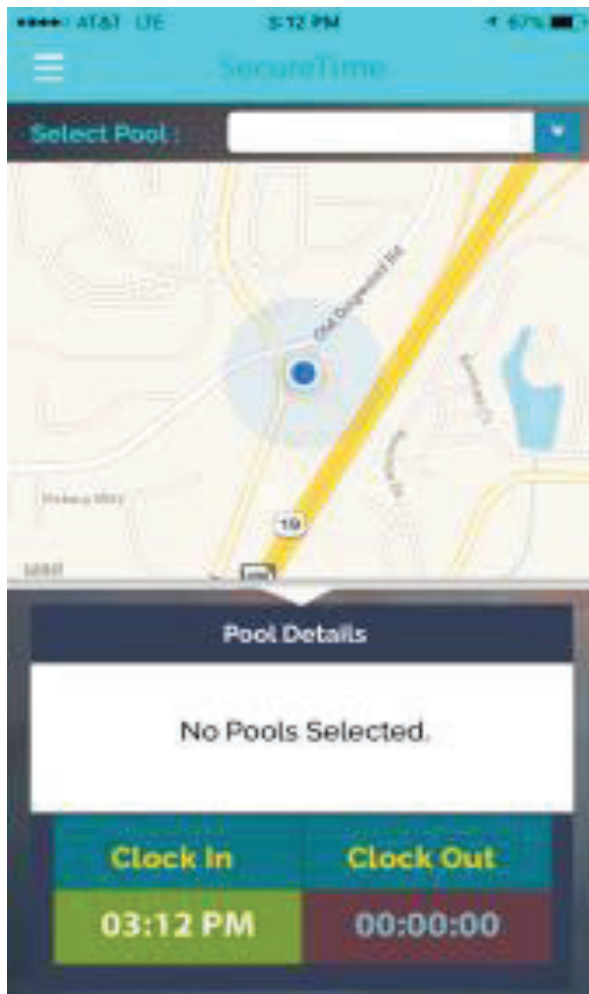


The Aquatic & Pool Management first and only APP!



- Welcome to the industry's first and only Aquatic & Pool Management App.
- This App is designed and customized for the management of aquatic staffs and aquatic facilities.
- This custom aquatic app allows you to manage your facility from a personalized dashboard set up for your specific aquatic needs.
- You can access this dashboard from any smartphone, tablet or computer.
- Go Aquatix is the leader in aquatic workforce management. We have years of tested experience and know how in developing an app that meets all of your aquatic demands.

GPS Timekeeping



1.Avoid Staff Clocking In if:

- Overtime
- Budgets Exceeded
- No Schedule
- Authorization Expire

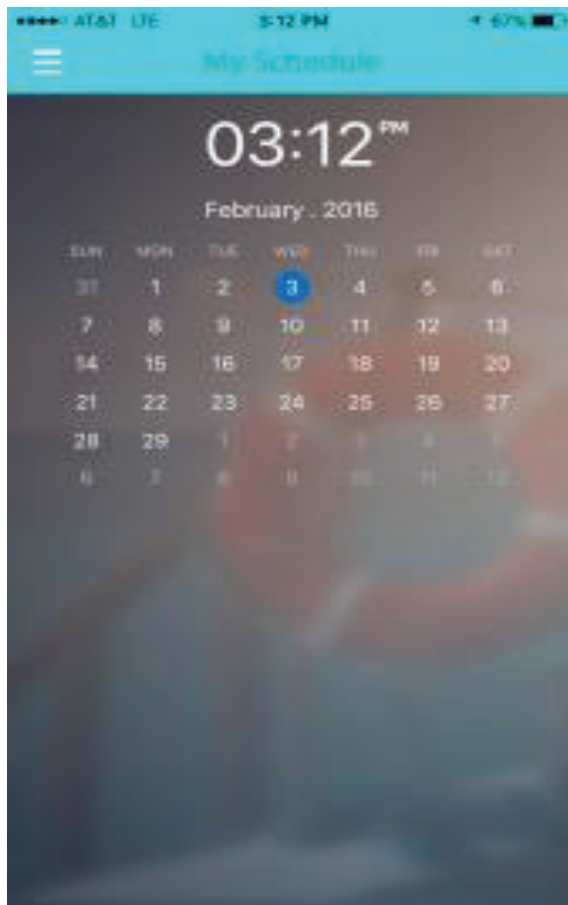
2.Verify Attendance in Real-Time:

- Arrivals
- Departures
- Early or Late
- Photo Timestamp
- Personal Time Tracker
- Billable Time Tracking

3.Automated Alerts for:

- No shows
- Being Late
- Staff Approaching Overtime
- Budget Exceeded
- No Schedule
- Authorization Expire

Scheduling



1.Simple to Plan & Publish Schedules

2.Easy to View

3.Personalized Scheduling (daily, weekly, bi-weekly, semi-monthly)

4.Notifications for Schedules

- Remind next shift
- Not At Facility
- Not Clocked In

5.Eliminate Scheduling Conflicts

6.Coordinate who is on-call

Safety

The image displays two screenshots of a mobile application interface for swimmer safety.

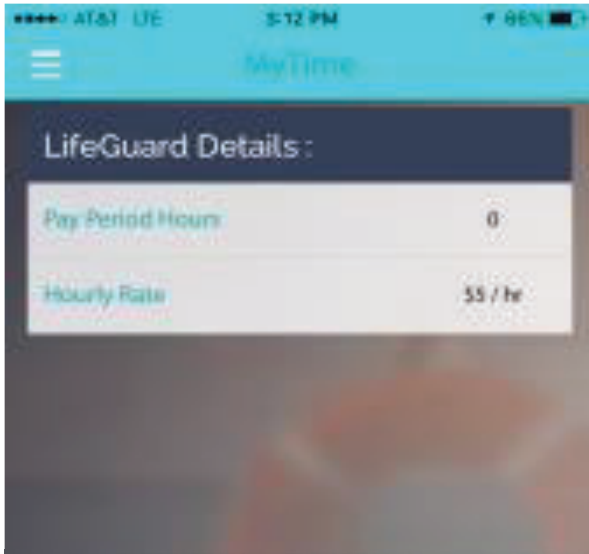
The top screenshot shows the "Swim Test" screen. It features a search bar labeled "Search By Name" and a magnifying glass icon. Below the search bar is an age slider set to "3" with a label "age bar (3 - 15)" and a refresh icon.

The bottom screenshot shows the "Add Swimmer" screen. It includes input fields for "Name", "Age" (with a label "age (3 - 15)"), and "Parent Email Id" (with a label "(optional)"). Below these fields are two radio buttons: "Fail" (red) and "Pass" (green). A red "Submit" button is at the bottom.

1. Establishes swimmer abilities
2. Assists in water safety by identifying the risk of swimmers
3. Allows for site specific requirements
4. Notify' s aquatic team and community for swimmers vs non-swimmers by use of wristbands
 - Green for swimmers
 - Yellow for non-swimmers
5. Reduces risks of drowning

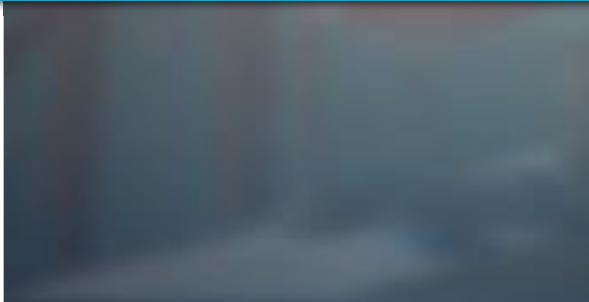


Task Management



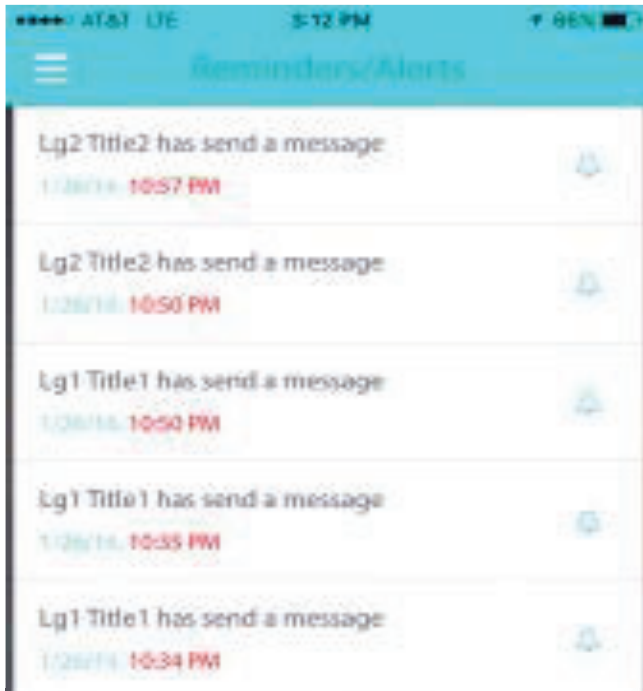
1. Customize Hourly, Daily & Weekly Duties
2. Testing & Validating Procedures
3. Testing Chemicals
4. Record PSI & Flow Readings
5. Cleaning Facility
6. Safety Audits & Inspections
7. Gate Attendance

Reports & Dashboards



1. Real-Time Reports
2. Viewable for Supervisors & Customers
3. Notification if task is not completed
4. Reports to specific job duties
5. Incidents & Accident Reporting

Reminders/Alerts

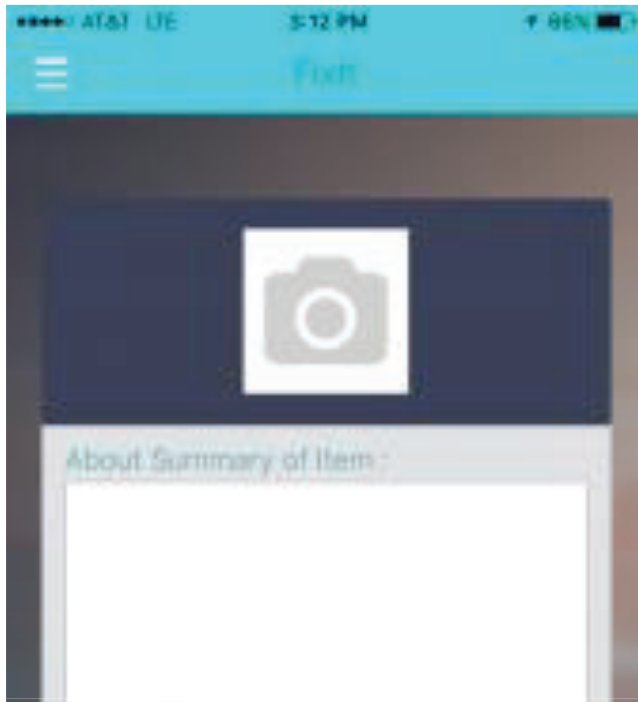


1. Schedule alerts for tasks needed to be completed
2. Pop-up notifications for duty's not recorded
3. Update Everyone Simultaneously

Messaging

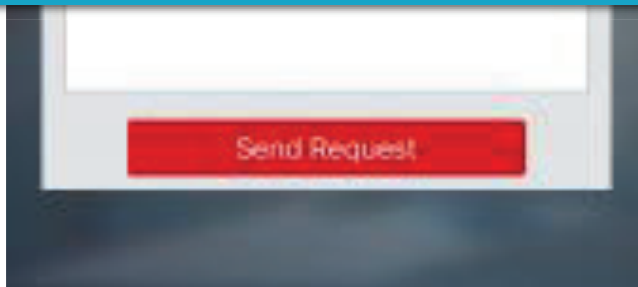
1. Communication Tools
2. Staff Member to Staff Member
3. Staff Member to Control Center
4. Control Center to Staff Member or Members
5. Share Routine & Emergency Information
6. Send mass notification messaging

Repairs Center



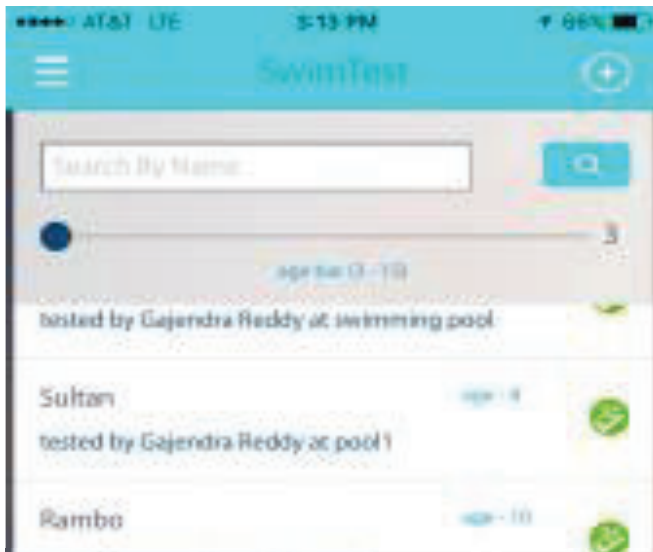
1. Aquatic Staff has ability to request items/parts that need repair to be fixed
2. Instantly take picture and text to record broken items/parts
3. Creates Repair Ticket & Tracks Repair
4. Notifies Progress to Customer
5. Order Supplies
6. Upload Information for Approval Process

Payroll



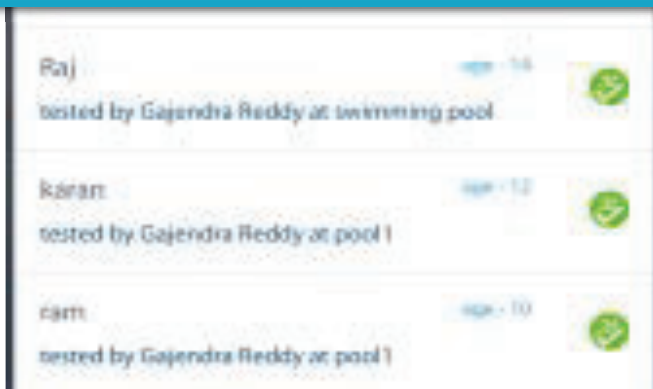
1. Staff able to view time worked
2. Up-loadable timesheet for payroll processing
3. Access to payroll records, timesheet and tax info

Safety Test



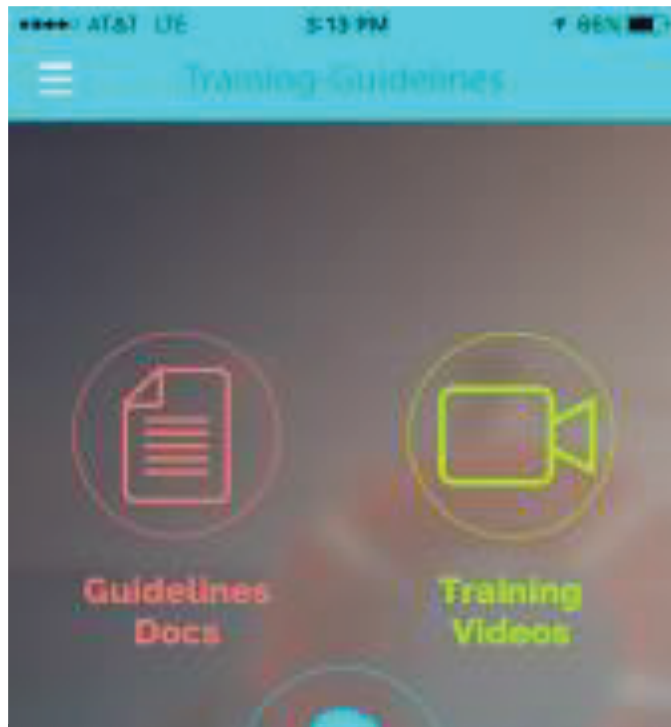
1. Recording safety test at facility for water safety
2. Provide water safety to children

Loyalty Program & Points



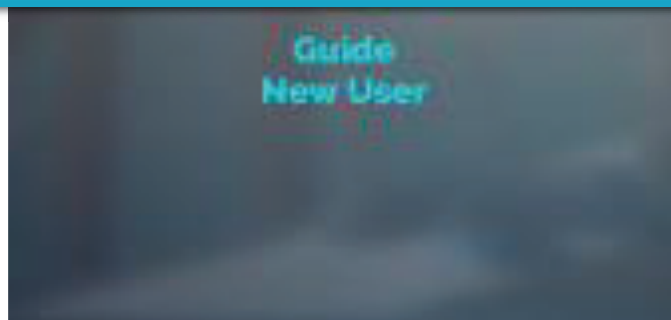
1. Enroll, Track, Reward
2. Incentives for work related tasks
3. Showing up on time
4. Increase Staff's happiness & brand advocacy
5. Measure Performance & Engagement
6. Motivate staff for Training & Certifications
7. Motivate through Staff Referrals
8. Redeem Points for awards

Training Videos & Documents



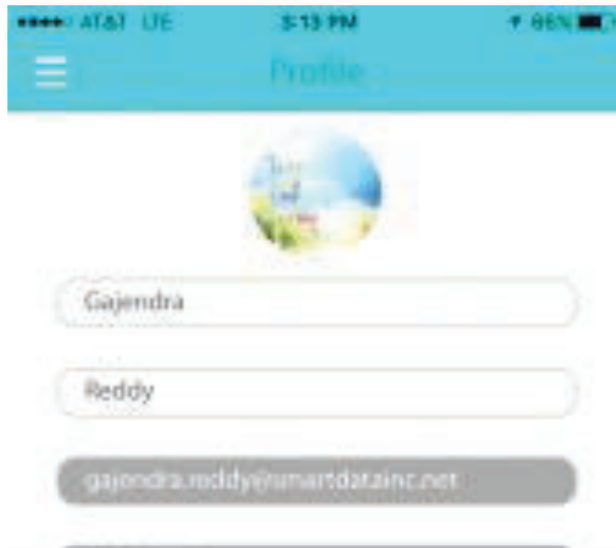
1. Document Management
2. Training Videos for Staff
3. Training Documents for Staff
4. Safety Policy Training
5. User guide for staff
6. Learning Portal

Uniforms & Aquatic Attire



1. Access Uniforms & Orders
2. Higher Control Automated Purchasing
3. Streamlines Uniform Purchasing

Personalized Profile



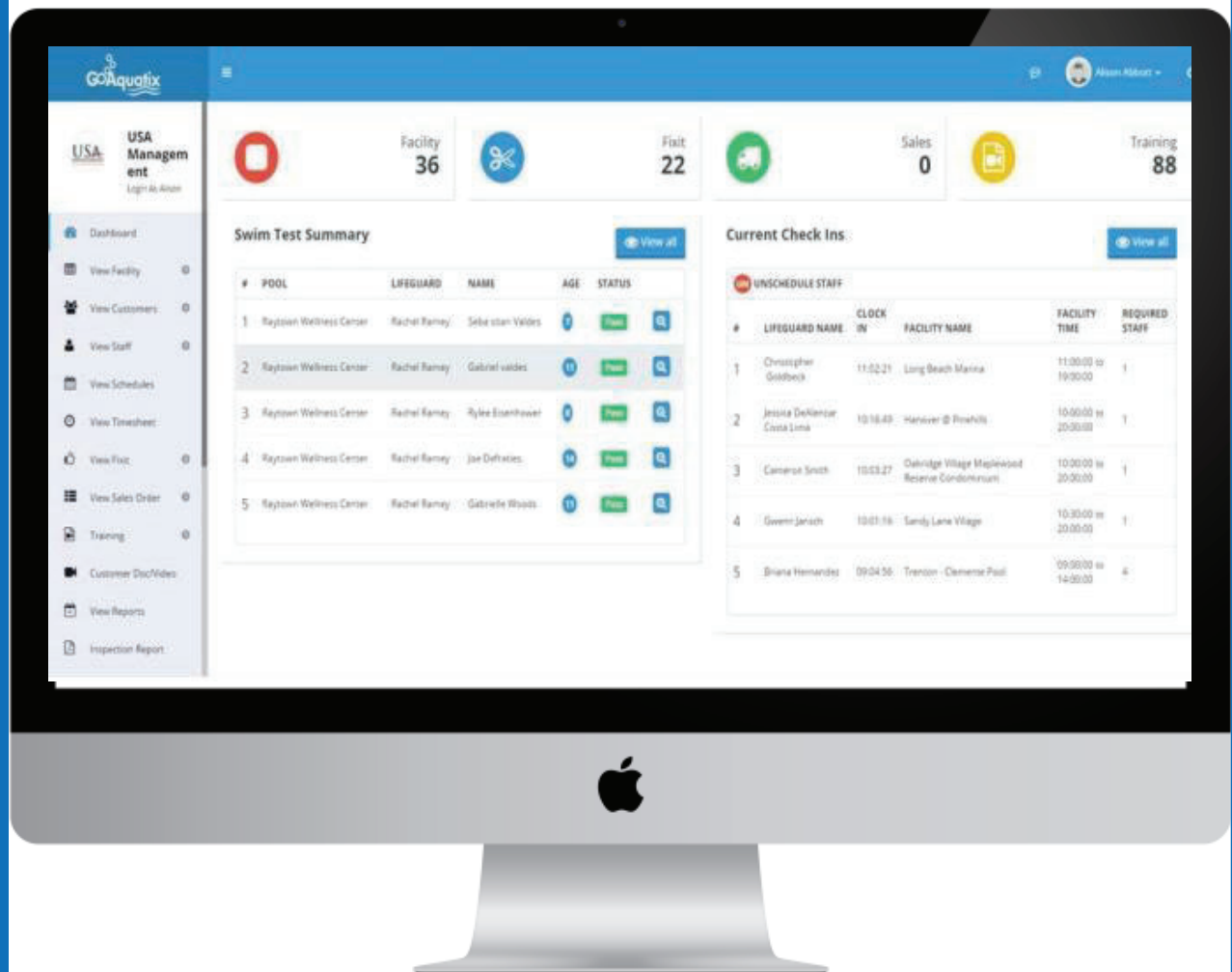
1. Staff has their own Personalized profile
2. Update staff information
3. Usernames & Passwords

Aquatic Staff includes



- Facility Supervisors
- Facility Managers
- Lifeguards
- Cleaning Staff
- Maintenance Staff
- And other aquatic staff scheduled at your aquatic facility.

Web Portal Dashboard



Reporting and Documentation

WHAT WE KNOW

- WE KNOW - Communication is the key to a successful partnership.
- WE KNOW - Being open and honest with people & customers is a recipe to long term success.
- WE KNOW - Lack of communication causes unwanted problems.
- WE KNOW - Transparency gives people the “Right to Know”.
- WE KNOW - Good communication strengthens trust, honesty and respect.
- WE KNOW - 70% of workers are not engaged with their work because of poor communication practices.
- WE KNOW - Workers that connect with each other increase their productivity by 20-25%.
- WE KNOW - 69% of workers say they work harder if they see that their work is recognized and appreciated.
- WE KNOW - Working with Gen Y workers requires a transparent work environment.

WHAT WE BELIEVE

- WE BELIEVE - Inclusive decision making serves a group or business much greater than individuals.
- WE BELIEVE - Well documented reports gathered in “real-time” holds people accountable.
- WE BELIEVE - Technology increases collaboration and a spirit of working together.
- WE BELIEVE - Technology makes jobs easier and reduces wait times.
- WE BELIEVE - Transparency uncovers REAL problems and solutions.
- WE BELIEVE - Decision making is made from real data.
- WE BELIEVE - Good partnerships serve diverse people with mutual beneficial relationships.
- WE BELIEVE - An educated customer is a good customer.

Involvement with Your Community

USA's marketing and promoting of aquatic programs. We are able to generate revenue to help offset the expense of swimming pool operations and utilize multiple advertising outlets. Sometimes we are even able to work with local businesses as promoters and sponsors. All of these aspects work together to increase attendance.



Part of interacting with our communities is also educating our communities. By having a Pool Rules Day and Swim Lessons and Swim Testing for children and Adults.

Through the Swim Season we can provide fun activities for families. Whether its holiday related or just a fun coloring contest of our mascot Splash or a Dive In Movie, the kids are sure to have a memorable day at the pool!



Our highly trained lifeguards offer the best in water safety, however select guards train and certify in Aqua Aerobics that we enjoy bringing to each community to support health in a fun and safe environment!



Value of using USA Management

Types of Facilities we operate :

Indoor and Outdoor Aquatic Centers

Competition Pools

Slide Pools and Slides

Zero Depth Entry Pools

Water Parks

Splash Pads

Clubhouses

Restroom/Locker Room Facilities

Gyms

Resorts/Hotels

Municipalities



What we offer:

Architectural Design of Aquatic and Park Facilities

Engineering Services for Aquatic and Park Facilities

Design/Build Services for Aquatic Facilities

Design/Build Services for Parks and Aquatic
Facilities

Project Management

General Contracting

Cost Valuation Analysis

Facility Management of staffing and chemicals

Preventative Maintenance on all Aquatic Equipment



Value of using Aquatic Directors



Aquatic Director Responsibilities

- Manage operation of aquatic facilities, activities, swimming programs and department staff.
- Supervise and guide employees and volunteers.
- Manage operations of assigned area within available resources and budget.
- Track and monitor revenue and expenditure to stay within allotted budget.
- Adhere to aquatic safety standards and guidelines.
- Plan and organize staff assignments and workloads.
- Hire, train, and evaluate aquatic staff.
- Modify and define entry fee for aquatic facility as needed.
- Oversee the organization, implementation, administration, promotion and evaluation of the aquatic programs and facility.
- Develop flyers, brochures, advertisements, etc. to promote aquatic facility.
- Recommend changes to existing aquatic programs as needed.
- Conduct various aquatic entertainment and activities to attract more patrons.
- Assist in research, facilitation and building quality aquatic programs that provide customer satisfaction.
- Provide information about aquatic programs to schools, recreation officials, community service groups, and the general public.

This is an add/alternate on your Aquatic Management Agreement. Please sign below if you wish to use an Aquatic Director for your facility.



Aquatic Management Agreement

THIS AGREEMENT, between USA Pools of Florida (the “Company”) and City of Dania Beach (the “Owner”), is to provide management services by the Company of the Owner’s aquatic facility located in Broward County, FL, in accordance with the specification, conditions, and terms set forth herein.

1. OPERATIONAL TIMES

DATES OF OPERATION: Meli Aquatic Center

June 1, 2022 through May 31, 2023 TBD

HOURS OF OPERATION:

Monday 9:00am-9:00pm	Thursday 9:00am-9:00pm	Sunday 9:00am-6:00pm
Tuesday 9:00am-9:00pm	Friday 9:00am-9:00pm	Holidays closed 1/1, Easter,
Thanksgiving, Wednesday 9:00am-9:00pm	Saturday 9:00am-6:00pm	12/24, 12/25

DATES OF OPERATION: Thomas Park

June 10, 2022 through August 8, 2022

HOURS OF OPERATION:

Monday 11:00am-4:00pm	Thursday 11:00am-4:00pm	Sunday Closed
Tuesday 11:00am-4:00pm	Friday 11:00am-4:00pm	Holidays 11:00am-4:00pm
Wednesday 11:00am-4:00pm	Saturday 10:30am-4:00pm	

2. SCOPE OF SERVICES:

Advertising	Onboarding	Terminations
Recruitment	Certifications (if needed)	Uniforms
Pre-screening	Training	Supervision
Interviewing	Support Water Safety	Schedules
Hiring	Manage Daily Operations	Risk Management
Promote Programs and Events	Provide Staff	

3. PAYMENTS : The Company hereby proposes to perform the work and services set forth above for the price of \$226,090.00 for PJ Meli Aquatic Center and \$81,520.00 for Thomas Park for 2022 (1 year) swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

		DUE												
	Meli A. C.	Sign/Renew	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May
1 Year	\$226,090.00	\$22,609.00	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75	\$16,956.75

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

		DUE						
	Thomas Park	Sign/Renew	1-Dec	1-Feb	1-Apr	1-Jun	1-Jul	1-Aug
1 Year	\$19,360.00	\$968.00	\$968.00	\$968.00	\$1,936.00	\$5,808.00	\$5,808.00	\$2,904.00

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

		DUE												
	Thomas Park	Sign/Renew	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May
1 Year	\$81,520.00	\$8,152.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00	\$6,114.00

Note: if payment schedule is past the month of signing, payments must be caught up to reflect the payment schedule

Aquatic Management Agreement Cont.

Add Alternate 1: _____ (initial to accept)

Aquatic Director \$34,520.00 (Payments – 10% Signing, Equal payments May 1 through August 1)

Add Alternate 2: _____ (initial to accept)

On Call Team Member \$13,030.00 (Payments – 10% Signing, Equal payments May 1 through August 1)

4. PROPOSAL EXPIRATION OPTION: This contract is void at the Company's option if not executed by the Owner and returned to the Company 120 days after April 14, 2022.

5. ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. If Owner elects the three year option price, the renewal date in the Effective Date section of the Agreement will be waived during the term of the three year period. Owner may cancel the Agreement for nonperformance by the Company as provided in the Cancellation section of the Agreement. Owner acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this agreement and bind the property owner of the pool facility. Owner agrees to the contract specifications in the proceeding body Agreement. Any actual changes must be listed in a separate Addendum.

USA Pools of Florida

City of Dania Beach

By: USA Management, LLC

Name: _____

By: Contract Department

Date: April 14, 2022

By: _____

Authorized Agent - "Owner"

Date: _____

Check 1YR____ or 3YR____

Aquatic Cleaning Agreement

THIS AGREEMENT, between USA Pools of Florida (the "Company") and City of Dania Beach (the "Owner"), is to provide pool cleaning services by the Company of the Owner's aquatic facility located in Broward County, FL, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim year(s) starting on **June 1, 2022 through May 31, 2023 for PJ Meli Aquatic Center and June 10, 2022 through August 8, 2022 for Thomas Park**. Company guarantees this price for 30 days.

RESPONSIBILITIES: Company shall be required to be responsible for the following duties and daily on-site cleaning for the purpose of maintaining the facility to industry standards.

Checking water chemistry and record readings.
Check & adjust water level in pool(s)
Clean gutters, skimmers and drains according to companies cleaning schedule.
Vacuuming pool according to companies cleaning schedule.
Clean scum-line around pool edge according to companies cleaning schedule.
Skim surface of pool(s)
Brush wall & side of pool(s)
Blow off deck according to companies cleaning schedule.
Straightening deck furniture.
Assist with picking up trash at facility.
Emptying trash receptacles
Backwash and clean filter system
Clean & empty hair & lint traps according to companies cleaning schedule.
Perform requisite repair work as authorized and needed by Owner.
Report services and duties on Customer web portal for Owners inspection.

WEEKLY SERVICE: Company personnel shall service the pool no less than two (2) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

PAYMENTS: **PJ Meli A. C. Monthly cost for work: \$2080.00**
 Thomas Park Monthly cost for work: \$870.00

The Owner agrees that the facility and equipment rooms shall be available to Company at all times during the term of the Agreement. Owner further agrees to notify Company of any defects or maintenance issues of their facility and premises including but not limited to, pool equipment, pumps, chlorinators, vacuum system, lifeguard stands and/or any other water/safety issues. Owner also agrees to supply any previous Health Department inspections and/or violations.

Payments are due on the 1st of every month. Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

The Owner may cancel this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the Company. If the agreement is cancelled by the Owner as provided herein, the Company will be paid in full for the work completed as of the date of the 30 day termination.

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

USA Pools of Florida

City of Dania Beach

By: USA Management, LLC

Name: _____

By: Contract Department

Date: 4/14/2022

By: _____

Authorized Agent - "Owner"

Date: _____,

Aquatic Bath House Cleaning Agreement

THIS AGREEMENT, between USA Pools of State (the "Company") and Facility Name (the "Owner"), is to provide pool cleaning services by the Company of the Owner's aquatic facility located in Name County, State, in accordance with the specification, conditions, and terms set forth herein. This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim year(s) starting on **June 1, 2022 through May 31, 2023 for PJ Meli Aquatic Center and June 10, 2022 through August 8, 2022 for Thomas Park**. Company guarantees this price for 30 days.

RESPONSIBILITIES: Company shall be required to be responsible for the following duties and daily on-site cleaning for the purpose of maintaining the facility to industry standards.

1. Dust, Sweep, and Empty Trash

Dust all fixtures, vents, countertops, sweeping the floors. Empty the trash receptacles.

2. Refill Soap, Paper Towels, and Toilet Paper

Refill all soap, paper towel, and toilet paper dispensers

3. Clean Toilets and Urinals

Clean the toilets and urinals thoroughly both inside and out.

4. Clean Sinks, Mirrors, and Countertops

Clean smudges, fingerprints, water stains, soap buildup, or other marks.

5. Clean Walls and Fixtures

Wipe down the walls, doors, knobs, bathroom partitions, and other fixtures.

6. Mop the Floor

Mop with a wet mop and floor cleaner.

WEEKLY SERVICE: Company personnel shall service the pool no less than three (3) times per week under normal operation of the pool. Additional visits may be scheduled for additional cost.

PAYMENTS: **PJ Meli A. C. per visit cost for work: \$135.00**
 Thomas Park per visit cost for work: \$135.00

Payments are due on the 1st of every month. Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before five (5) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received ten (10) days from the due date, the Company shall have the right, and at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove unpaid amounts for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein.

The Owner may cancel this agreement at any time for any reason by giving at least thirty (30) days notice in writing to the Company. If the agreement is cancelled by the Owner as provided herein, the Company will be paid in full for the work completed as of the date of the 30 day termination.

ACCEPTANCE: Acceptance of this Agreement by Owner through signatures below, along with any payments due above will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

USA Pools of Florida

City of Dania Beach

By: USA Management, LLC

Name: _____

By: Contract Department

Date: 4/14/2022

By: _____

Authorized Agent - "Owner"

Date: _____

CUSTOMER CONTACTS

Please complete upon signing

PRIMARY CONTACT:

Name: _____
Title or Position: _____
Street: _____
City: _____ State: _____ Zip: _____
Telephone: () _____
Email: _____

SECONDARY CONTACT:

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Telephone: () _____
Email: _____

ACCOUNTING CONTACT:

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Telephone: () _____
Email: _____

BILLING ADDRESS:

Name: _____
Street: _____
City: _____ State: _____ Zip: _____

FACILITY INFORMATION:

Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Telephone: () _____

Office Use ONLY:

Management _____ Maintenance _____ OWCW _____
Total Hours _____



USAMANA-01

AGLUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P&G Long Island Inc. 3923 Fort Hamilton Parkway Brooklyn, NY 11218	CONTACT NAME:		
	PHONE (A/C, No, Ext): (718) 854-2818	FAX (A/C, No):	
	E-MAIL ADDRESS: info@pandginsurance.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Scottsdale Insurance Company	15580	
INSURED USA Management LLC 1595 Peach tree parkway Cumming, GA 30041	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			SFVSM-L	2/21/2022	2/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PL \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof Of Coverage

CERTIFICATE HOLDER

CANCELLATION

Proof Of Coverage Proof Of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



USAMANA-01

AFRIEDMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PRIME INSURANCE AGENCY 980 E County Line Road Lakewood, NJ 08701		CONTACT NAME: PHONE (A/C, No, Ext): (732) 886-6761 FAX (A/C, No): (732) 886-9422 E-MAIL ADDRESS: PRIME@primeins.com		
INSURED USA Management LLC 10800 Alpharetta Hwy Suite 208-522 Roswell Ga 30076		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Wesco Insurance Company		25011
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INVER LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPROP AGG \$
	☐ POLICY ☐ PRO SECT ☐ LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3560687	12/24/2021	12/24/2022	X PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is subject to terms, limitations and exclusions of the actual terms at the time of issuance.

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT "A"

PROPOSER'S QUALIFICATION STATEMENT

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

		<u>Check One</u>
Submitted By:	<u>USA POOLS OF FLORIDA</u>	☒ Corporation
Name:	<u>ALISON ABBOTT</u>	☐ Partnership
Address:	<u>424 E. Central Blvd</u>	☐ Individual
City, State, Zip	<u>Orlando, FL 32801</u>	☐ Other
Telephone No.	<u>877-248-1872</u>	(describe)
Fax No.	<u></u>	
Email	<u>ALISON@USAMANAGEMENT.COM</u>	

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: USA MANAGEMENT LLC

The address of the principal place of business is: 424 E. Central Blvd
Orlando, FL 32801
1595 Peachtree Pkwy STE 204-344
CUMMING GA 30044

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

Date of Incorporation: 10/2014

State of Incorporation: NEVADA

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? _____
10/2014

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

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

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☐ YES ☐ NO N/A

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

NO

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
Al Sheppard	ATLANTA, GA	770-595-3870
Warren Holiday	City of Laurel	601-319-2726
Mikielle Barkley	FLUSHING MEADOWS, NY	404.993.4014

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

AS LISTED IN PROPOSAL DOCUMENTS

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

AS LISTED IN PROPOSAL DOCUMENTS

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-subsiadiary).

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.

Alison Abbott

Signature

ALISON ABBOTT

Print Name

SALES MANAGER

Title

4.14.22

Date

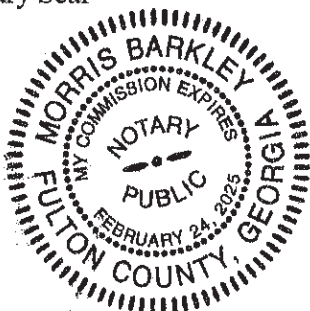
STATE OF GEORGIA)

COUNTY OF FULTON)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 4.14.22 as Sales Mgr, of USA Tools, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of USA Tools 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 Divers License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of April, 2022.

Notary Seal



Morris Barkley
Signature of Notary Public

Morris Barkley
Printed Name of Notary Public

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Request for Proposals, City RFP No.: 22-014

2. This sworn statement is submitted by: ALISON ABBOTT

(PRINT Name of entity submitting sworn statement)

its business address is:

1595 Peachtree Pkwy STE 204-344
CUMMING GA 30044

Federal Identification Number
(FEIN) is:

47-2118760

(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:

ALISON ABBOTT

(PRINT Name of individual signing this document)

and my relationship to the entity is:

SALES MANAGER

(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)

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

4.14.22
Date

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared 4.14.22 Salesman as Salesman, of WOMPOSIS, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of WOMPOSIS 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 Driver's License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of April, 2022.

Notary Seal

Morris Barkley
Signature of Notary Public

Morris Barkley
Printed Name of Notary Public



EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

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

Alison Abbott

Signature of Proposer

ALISON ABBOTT

PRINT Name of Proposer

SALES MANAGER

Title

4.14, 2022

Date

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 4.14.22 as Sales Mgr, of USAPOSS, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of USAPOSS 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 Drivers License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of April, 2022.

Notary Seal

Morris Barkley
Signature of Notary Public

Morris Barkley
Printed Name of Notary Public

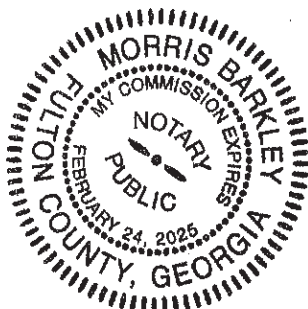


EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by ALISON ABBOTT the
(PRINT Name of Authorized Agent)

SALES MANAGER of USA POOLS OF FLORIDA

(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.

4.14.22

Date

Alison Abbott

Signature

EXHIBIT "E"

ACKNOWLEDGMENT OF ADDENDA

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

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

EXHIBIT "F"

REFERENCE LIST

**FIVE (5) MUNICIPALITIES FOR WHICH PROPOSER PERFORMED SIMILAR
SERVICES WITHIN THE PAST THREE (3) YEARS**

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

1. Name of Entity for which services were performed: AS LISTED IN PROPOSAL DOCUMENTS
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
2. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
3. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
4. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____
5. Name of Entity for which services were performed: _____
Brief Description of Scope of Services: _____
Amount of Contract Award: _____
Status of Contract: _____
Contact Name: _____
Telephone Number: _____

EXHIBIT "G"

CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

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

- A. He/She is SALES MANAGER of USA POOLS OF FLORIDA, the Proposer that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

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

Alison Abbott
Signature (Blue ink only)

ALISON ABBOTT

Print Name

SALES MANAGER

Title

4.14.22

Date

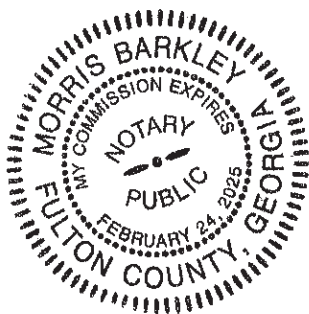
STATE OF GEORGIA)

COUNTY OF FULTON)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 4.14.22 as Sales Manager of USA 700S, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Statement as the proper official of USA 700S 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 Drivers License as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14 day of April, 2022.

Notary Seal



Morris Barkley
Signature of Notary Public

Morris Barkley
Printed Name of Notary Public

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) 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

Purchasing Requests ONLY

Dept:

Acct #:

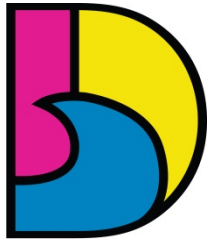
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-\$1M-ORDINANCE-SW37Ter-SW 54 CTDRNGPROJ SECOND READING-050922, O-2022-021 Authorize Expenditure of Funds Exceeding \$1M for SW 37 Terrace and SW 54 Court Drainage Improvement Projects



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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 SW 37th TERRACE DRAINAGE PROJECT AND THE SW 54 COURT DRAINAGE PROJECT – SECOND 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 Commission. Included in the projects were the SW 37th Terrace Drainage Improvement Project and the SW 54th Court Drainage Improvement Project. The Commission authorized all the projects presented. In March 2021, PSD engaged Chen Moore and Associates (CMA), one of the firms on the City's Consultants Competitive Negotiation Act list, for design, bidding assistance, and construction engineering services for both projects. CMA 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, with responses ranging 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, with the responses ranging from \$1,246,110.00 to \$1,581,758.60.

Prior to awarding construction contracts, the ordinance requires City Commission to authorize expenditures that exceed \$1 million.

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.

RE **NDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE SW 37th AVENUE
RAINAGE IMPROVEMENT PROJECT AND THE SW 54 COURT DRAINAGE
IMPROVEMENT PROJECT - SECOND READING**

DANIA BEACH
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page 2 of 2

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 May 24, 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

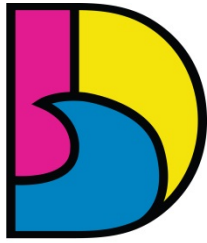
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-\$M-ORDINANCE-SOLAR_LIGHT-REPLACEMENT-FIXTURES-SECOND-READING-05242022.edited (003) (006). docx, O-2022-022 Authorize Expenditure of Funds Exceeding \$1M for Solar Light Replacement Fixtures Project (ITB 22-013)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 24, 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 - 2022-013
SOLAR LIGHT REPLACEMENT FIXTURES PROJECT- SECOND READING**

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed One Million Dollars for the Solar Light Fixture Replacement 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-2022-013
SOLAR LIGHT REPLACEMENT FIXTURE PROJECT-SECOND READING

Recommendation

It is recommended that the City Commission adopt the Ordinance on the second reading to authorize the expenditure of City funds exceeding one million dollars for the Solar Light Fixture Replacement 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 May 24, 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 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

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Exhibits Attached

SR RZ-055-21 Koosh Rezoning 2nd Reading (003), O-2022-018 3851 Stirling Holdings, LLLP, (Koosh Living) Rezoning (RZ-055-21) and Allocation of Flexibility Units and Commercial Flexibility (OT-057-21, RZ-055-21 Rezoning Map, Application Backup Material



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: May 24, 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
Richard Lorber, AICP, Planning & Zoning Manager

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, ou=Community
Development, c=US
email=enorena@dania-beach.fl.gov, c=US
Date: 2022.05.16 07:11:14 -0400'

Candido Sosa-
Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, ou=City of Dania Beach, c=US
email=csosa@dania-beach.fl.gov, c=US
Date: 2022.05.16 07:11:14 -0400'

Corinne Lajoie

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, ou=City of Dania Beach, ou=Community Development,
email=clajoie@dania-beach.fl.gov, c=US
Date: 2022.05.13 15:36:48 -0400'

Richard Lorber

Digitally signed by Richard Lorber
Date: 2022.05.13 15:36:48 -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. (SECOND 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 May 10, 2022, this item was approved by the City Commission on first reading. This is the second reading of this rezoning ordinance, and is being presented together with the proposed Site Plan and Plat resolutions, which are scheduled after this rezoning item on the agenda.

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. This is a large, ten (10) acre site directly situated on the Stirling Road thoroughfare, suitable for higher intensity mixed-use redevelopment.

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

The applicant is requesting to rezone the property from E-1 to PRD-1 zoning, enabling the allowable density to increase from 10 dwelling units to 231 dwelling units. This request is compatible with the surrounding properties, as it will enable this site to serve as transitional buffer between the single-family neighborhood to the east and the commercially development properties to the west. Additionally, the proposed development of the site will provide a physical buffer which will help screen the residential neighborhood to the east from light and noise associated with the Seminole Hard Rock casino.

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 subject ten (10) acre property located on the Stirling Road thoroughfare 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 online 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. A similar request was granted by the City in 2020 for the Sheridan House project at 4200 SW 54th Court, which was allocated 174 flex units.

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.

The applicant has agreed to voluntarily prohibit the use of the dwelling units as Vacation Rentals. They also have agreed to prohibit any Pawn Shop uses within the Commercial spaces. These conditions are included in the site plan approval resolution.

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

This application requires a recommendation for the Planning and Zoning Board. The Planning and Zoning Board heard this item on April 20, 2022, where the motion to approve passed unanimously.

City Commission Previous Action

This application was unanimously approved by the City Commission on May 10, 2022 upon first reading.

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 approved by the City Commission.

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.

Section 3. That the assignment of two hundred 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 May 10, 2022.

PASSED AND ADOPTED on second reading on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

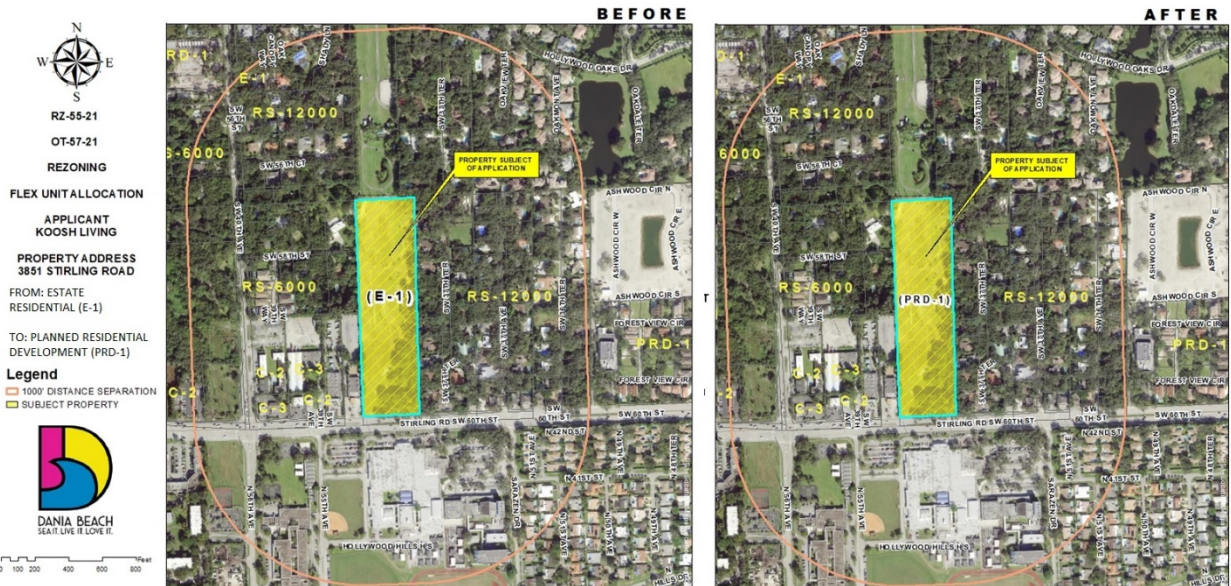
APPROVED AS TO FORM AND CORRECTNESS:

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





RZ-055-21

SP-056-21

PL-058-21

REZONING

SITE PLAN

PLAT

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



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
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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.



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:

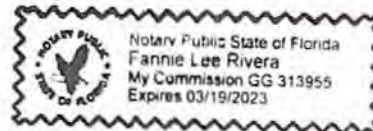
Sharon Sharaby

(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

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-056-21), SUBMITTED BY 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY 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 RESOLUTION

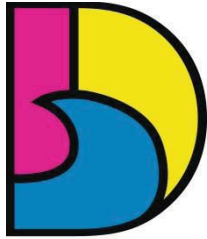
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR SP-056-21 Koosh Site Plan 5-24 rv, R-2022- 3851 Stirling Holdings, LLLP (Koosh Living) Site Plan (SP-056-21), Site Plan Detail, Full Site Plan, Location Map Koosh Living site plan plat, Project Data - Cover, Renderings, Landscape Plan, Tree Disposition Plan, Shadow Study, Fire Life Safety



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: May 24, 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
Richard Lorber, AICP, Planning & Zoning Manager

SUBJECT: **SP-056-21:** The applicant, 3851 Stirling Holdings, LLLP, is requests approval of a Site Plan for the property located at 3851 Stirling Road.

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou,
email=enorena@dania-beach.fl.gov, c=US
Date: 2022.05.16 07:13:56 -0400

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: 2022.05.13 17:24:29 -0400

Digitally signed by Richard Lorber
Date: 2022.05.13 17:21:14 -0400

Request

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of 199 mid-rise dwelling units, 32 townhouse dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use.

PROPERTY INFORMATION

FLUM DESIGNATION:	Estate Residential (E-1)
CURRENT ZONING:	Single-Family Estate Residential District (E-1)
PROPOSED ZONING:	Planned Residential Development District (PRD-1)
SITE ADDRESS:	3851 Stirling Road
SITE ACREAGE:	10 acres
EXISTING USE:	Single Family home

VIOLATIONS ON PROPERTY

There are no outstanding code violations on this property.

Background

On April 20, 2022, the Planning and Zoning Board favorably recommended to rezone and assign Residential and Commercial Flex to the property. On May 10, 2022, the City Commission passed the rezoning and flex ordinance on first reading.

The subject property is a ten (10) acre parcel developed with a single-family home. Approval of the requested site plan would allow the development of 231 dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use. The Applicant also seeks approval to rezone the property to the to Planned Residential Development District (PRD-1), the allocation of two hundred twenty-one (221) flex

units and one-third (1/3) acre of commercial flex, and approval of the underlying plat, which are presented at tonight's public hearing as separate applications.

SITE PLAN

The proposed development would consist of allow the development of 231 dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use. The flex allocation, plat, and rezoning are processed as separate applications. The project proposes a six-story building facing Stirling Road, with retail uses on the ground floor and 199 apartments on the upper floors. Thirty-two (32) two-story townhomes are proposed to line the eastern side of the property adjacent to the single-family homes along that side. A total of 387 parking spaces are provided for the entire site, which is 35 spaces greater than the required number of spaces this site plan requires.

Due to the encumbrance of the FPL power lines on the site, the layout of the proposed development contains a great deal of open space. Thirty-six (36%) percent of the property will be pervious open space, including amenities such as landscaping, walking paths and a dog park. Basketball and tennis courts, along with a playground, are proposed for portions of the site. Entrance to the property is limited to Stirling Road, and exiting traffic must travel west along the thoroughfare before being able to make a U-turn to travel east. The traffic study submitted by the applicant indicates no negative impact on surrounding traffic circulation.

The proposed zoning of Planned Residential Development PRD-1 is designed to encourage housing and mixed-use commercial uses on large properties located along heavily traveled transit corridors. This proposal is in keeping with the intention of the City to locate new developments along major corridors, preventing impacts within existing residential neighborhoods. The applicant has indicated that they will purchase and operate a trolley service from this site to destination locations in and around the City. This service will help to reduce the number vehicle on the roads and is a significant amenity provided by applicant. Additionally, the applicant has volunteered to provide additional school crossing guard uniforms and signs should the school board be able to procure crossing guards or traffic flow personnel.

This property had several mature Oak trees on the site which declined and/or died due to tree abuse. The associated landscape plan includes on-site mitigation for these Oak trees. At staff's insistence, enhancement to the east landscape buffer – in depth, density and enhanced planting material – were located along the east property line to serve as a greater, more effective buffer between the proposed development and the existing single family neighborhood to the east.

The applicant has held several outreach meetings with nearby neighbors, both in person and virtually.

- February 3 in-person
- February 9 in-person
- January 31 virtually
- February 8 virtually

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.

Impact Fees

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over \$1 million in construction value. Based on the construction value, the applicant must contribute into the City's Public Art fund. Alternatively, they may choose to install public art on site equal to half of the required contribution and provide payment into the City's Public Art fund.

Recreation and Open Space Impact Fee: Per Resolution No. 2015-071, \$1,364.00 per Multifamily Dwelling must be paid for Recreation and Open Space Impact Fee at time of building permit issuance. Therefore, the applicant must pay \$317,812 (\$1,364 X 233 units) prior to issuance of a building permit.

Development Review Committee (DRC)

The site plan was reviewed by the DRC on August 26, 2021 and again on October 14, 2021; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Conditions of Approval

1. Obtain clearance from FPL that there are no easement restrictions on the development by FPL. (Engineering)
2. Provide detailed and complete engineering plans prior to Building and R/W permit approval. (Engineering)
3. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut. (Engineering)
4. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
5. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
6. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Wastewater Permit, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
7. Provide regulatory agencies' approval documentation and Permits. Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable.
8. PARK IMPACT FEE: Applicant must pay \$317,812 (233 du x \$1,364) prior to issuance of a building permit. (Planning & Zoning)
9. PUBLIC ART PROGRAM: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000. (Planning & Zoning)
10. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)

11. As per applicant's voluntary proffer, leases shall include an express prohibition on Vacation Rentals, which shall not be permitted, subject to termination of lease. In case of Condominium, condominium documentation shall prohibit vacation rentals. (Planning & Zoning)
12. As per applicant's voluntary proffer, no Pawn Shop uses shall be permitted. (Planning & Zoning)
13. As per applicant's voluntary proffer, 30 dwelling units shall be limited to provide workforce housing (120-140% of medium income as defined by the Administrative Rules Document of the Broward County Land Use Plan) and provide annual reporting to verify workforce housing status. (Planning & Zoning, City Attorney)
14. As per applicant's voluntary proffer, a trolley service shall be provided for on-site pickup. (Planning & Zoning)
15. As per applicant's voluntary proffer, the applicant shall provide additional school crossing guard uniforms and signs, should the School Board be able to procure crossing guards or traffic flow personnel.

Budgetary Impact

Approval of the Site Plan will enable this site to be redeveloped, expanding the City's tax roll. The project will also pay impact fees for Public Art (determined at permitting based upon value of construction, up to \$250,000) and Recreation and Open Space (\$317,812).

Recommendation

Approve the resolution, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2022-087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-056-21), SUBMITTED BY 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY 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 RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, "Land Development Code" (the "LDC"), Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, 3851 Stirling Holdings, LLLP (the "Applicant") has requested a Site Plan Approval (SP-056-21) for a mixed-use development on the property legal described in Exhibit "A", and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-056-21) is consistent with the City's Land Development Code and Comprehensive Plan;

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

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

Section 2. That pursuant to Chapter 28 "Land Development Regulations," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plans," the following Site Plan (SP-056-21), attached as Exhibit "B," which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That the approvals granted by this Resolution are subject to the Applicant's compliance with the following conditions:

1. Obtain clearance from FPL that there are no easement restrictions on the development by FPL. (Engineering)

2. Provide detailed and complete engineering plans prior to Building and R/W permit approval. (Engineering)
3. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut. (Engineering)
4. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
5. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. (Engineering)
6. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (Broward County Surface Water License, Broward County Wastewater Permit, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)
7. Provide regulatory agencies' approval documentation and Permits. Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable.
8. PARK IMPACT FEE: Applicant must pay \$317,812 (233 du x \$1,364) prior to issuance of a building permit. (Planning & Zoning)
9. PUBLIC ART PROGRAM: Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in-lieu" public art fee, with a minimum payment of \$5,000 and a maximum payment of \$250,000. (Planning & Zoning)
10. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning)
11. As per applicant's voluntary proffer, leases shall include an express prohibition on Vacation Rentals, which shall not be permitted, subject to termination of lease. In case of Condominium, condominium documentation shall prohibit vacation rentals. (Planning & Zoning)
12. As per applicant's voluntary proffer, no Pawn Shop uses shall be permitted. (Planning & Zoning)

13. As per applicant's voluntary proffer, 30 dwelling units shall be limited to provide workforce housing (120-140% of medium income as defined by the Administrative Rules Document of the Broward County Land Use Plan) and provide annual reporting to verify workforce housing status. (Planning & Zoning, City Attorney)
14. As per applicant's voluntary proffer, a trolley service shall be provided for on-site pickup. (Planning & Zoning)
15. As per applicant's voluntary proffer, the applicant shall provide additional school crossing guard uniforms and signs, should the School Board be able to procure crossing guards or traffic flow personnel.

Section 4. That pursuant to Section 635-100 "Expiration of Site Plans" of the Land Development Code, Site Plan (SP-056-21) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan within eighteen (18) months from the date of this Resolution.

Section 5. That the 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 federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not 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 all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

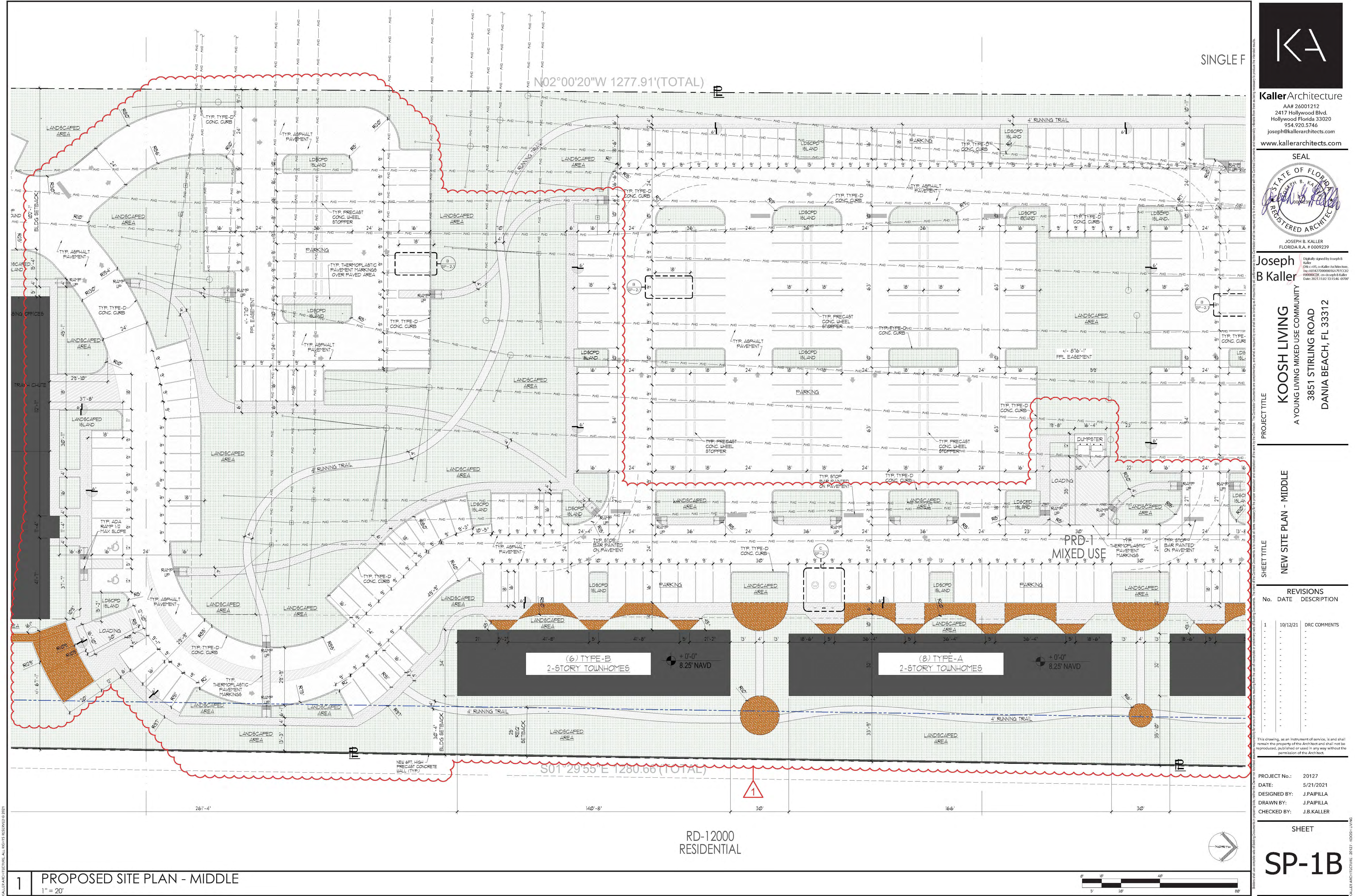
LEGAL DESCRIPTION

REED LAND CO SUB 2-32 D 31-50-42 LOT 13 LESS PT THEREOF LYING WITHIN 53 OF
S/L FOR RD

EXHIBIT “B”

**SITE PLAN
(SP-056-21)**

SP-1C



1 PROPOSED SITE PLAN - MIDDLE
1" = 20'

KA

KallerArchitecture

AA# 24001212
2417 Hollywood Blvd.
Hollywood Florida 33020
954.920.5746
joseph@kallerarchitects.com
www.kallerarchitects.com

SEAL

JOSEPH B. KALLER
FLORIDA R.A. # 0009239

Joseph B Kaller

Digitally signed by Joseph B Kaller
DN: cn=Joseph B Kaller, o=Kaller Architecture, ou=Kaller Architecture, email=joseph@kallerarchitects.com, c=US

PROJECT TITLE

COOSH LIVING
A YOUNG LIVING MIXED USE COMMUNITY
3851 STIRLING ROAD
DANIA BEACH, FL 33312

SHEET TITLE

NEW SITE PLAN - MIDDLE

REVISIONS

No.	DATE	DESCRIPTION
1	10/12/21	DRC COMMENTS

PROJECT No.:

20127

DATE:

5/21/2021

DESIGNED BY:

J.PAIPILLA

DRAWN BY:

J.PAIPILLA

CHECKED BY:

J.B.KALLER

SHEET

SP-1B

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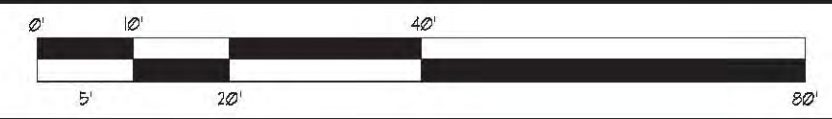
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RD-12000
RESIDENTIAL

SP-1A

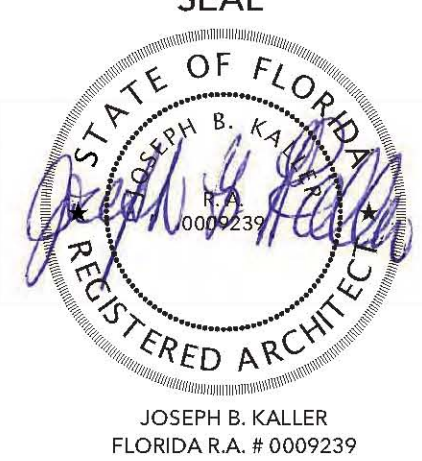






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Hollywood Florida 33020
954.920.5746
joseph@kallerarchitects.com

www.kallerarchitects.com



Joseph B Kaller
Digitally signed by Joseph B. Kaller
DN: cn=Joseph B. Kaller, o=Kaller Architects, ou=Kaller Architects, email=joseph@kallerarchitects.com, c=US

PROJECT TITLE
KOOSH LIVING
A YOUNG LIVING MIXED USE COMMUNITY
3851 STIRLING ROAD
DANIA BEACH, FL 33312

NEW SITE PLAN
PROJECT DATA

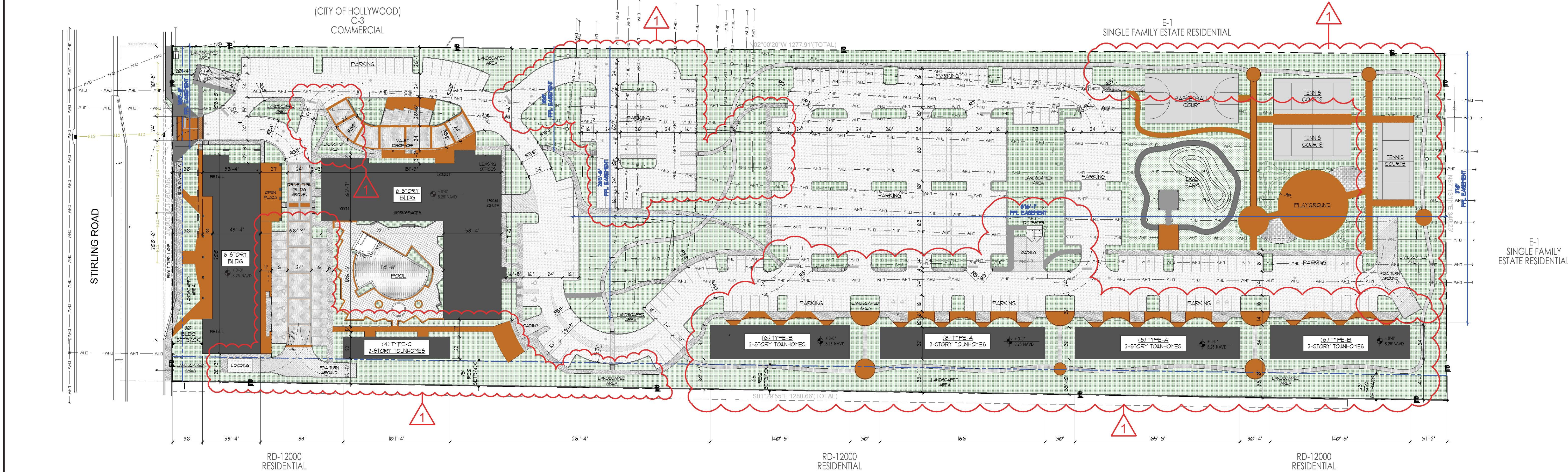
REVISIONS
No. DATE DESCRIPTION

No.	DATE	DESCRIPTION
1	10/12/21	DRC COMMENTS
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT No.: 20127
DATE: 5/21/2021
DESIGNED BY: J.PAIPILLA
DRAWN BY: J.PAIPILLA
CHECKED BY: J.B.KALLER

SHEET

MSP-1



1 PROPOSED SITE PLAN
1" = 50'

LEGAL DESCRIPTION:
LOT 15, BLOCK 3, PLAT OF SEC 9, 20, 21, 31 AND 32, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LESS THAT PORTION LYING WITHIN 55.00 FEET OF THE SOUTH LINE OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 42 EAST, SAID LANDS LYING AND SITUATE IN BROWARD COUNTY, FLORIDA. (REFER TO ALTA SURVEY FOR FULL DESCRIPTION)

ADDRESS:
3851 STIRLING ROAD
DANIA BEACH, FL 33021

PLAT NUMBER:
SCHWENK 2140

PROPERTY OWNER:
3851 STIRLING HOLDINGS, LLP

JURISDICTION:
CITY OF DANIA BEACH, BROWARD COUNTY, STATE OF FLORIDA

I. SITE DATA:
1. EXISTING ZONING: E-1
2. PROPOSED ZONING: MIXED-USE (MULTI-FAMILY RES. / RETAIL)
3. PROPOSED USE:
4. FEMA - FLOOD ZONE INFO: CITY OF DANIA BEACH - 100994 / 12013
120130562H - 08/08/2014
X - AE - AH
6'0" NAVD
5. GROSS LOT AREA: 430,120 S.F. OR 4.10 ACRES
6. GROSS AREAS PROPOSED (ADJUSTED)
MAIN BUILDING: 176,600 G.S.F.
TOWNHOMES: 35,004 G.S.F.
TOTAL: 211,604 G.S.F.
7. LOT COVERAGE: 24,180 + 620 + 101 + 251 = 24,152 / 430,120 = 0.0056
8. FLAR: 161,250 + 20,656 + 21,792 + 4,656 = 214,354 / 430,120 = 0.498
9. IMPERVIOUS AREAS: MAX. ALLOWED: 50%
MAIN BUILDING: 176,600
TOWNHOMES: 35,004
CONCRETE SIDEWALKS / DRIVEWAYS: 10,000
PAVEMENT: 10,000
POOL DECK: 10,000
SPORT FIELDS / COURTS: 10,000
TOTAL IMPERVIOUS: 251,604 S.F. OR 5.8% (PROVIDED)
10. PERVIOUS AREAS: MIN. REQUIRED: 10%
17-150,000 S.F. OR 3.9% (PROVIDED)

II. SETBACKS:
FRONT (SOUTH): 30'-0"
REAR (NORTH): 30'-0"
SIDE (WEST): 20'-0"
SIDE (EAST): 20'-0"

12. PARKING - VEHICULAR		REQUIRED	PROVIDED
COMMERCIAL (1/300 S.F.)		3500 S.F./300 = 12	
RESIDENTIAL (1 PER DU)		184 DU x 1 = 184	
STREET (1 PER DU)		10 DU x 1 = 10	
TOWNHOMES (2)		32 DU x 1.75 = 56	
GUEST (1/5)		32 DU x 1.75 = 56	
TOTAL		352 SPACES	387 SPACES
(ADA - FFG-A 208.2)		(301-400) = 9	9 SPACES
(EV CHARGING STATION)		1	10 SPACES
BICYCLE PARKING (2 PER 100 S.F.)		4 SPACES	20 SPACES
LOADING		REQUIRED 1 SPACES	PROVIDED 2 SPACES

13. RESIDENTIAL UNIT BREAKDOWN:		TYPE	QUANTITY
STUDIO		101	
1 BED / 1 BATH APARTMENT		10	
2 BED TOWNHOMES		20	
3 BED TOWNHOMES		12	
TOTAL		233 DU	

14. MAIN BUILDING DATA:		ALLOWED	PROVIDED
1. HEIGHT:		10'-0" (FED-1)	68'-10" / 80'-0"
2. BUILDING AREAS (GROSS) - (EXCLUDING BALCONIES/TERRACES)			
GROUND		21,736	65.5 F.
SECOND		23,124	65.5 F.
THIRD		24,180	65.5 F.
FOURTH		24,180	65.5 F.
FIFTH		25,008	65.5 F.
SIXTH		25,008	65.5 F.
SUBTOTAL		161,252	65.5 F.
BALCONIES/TERRACES			
SECOND		3,126	65.5 F.
THIRD		2,221	65.5 F.
FOURTH		2,221	65.5 F.
FIFTH		7,346	65.5 F.
SIXTH		2,664	65.5 F.
SUBTOTAL		18,584	65.5 F.
TOTAL ADJUSTED GROSS AREA			179,836 G.S.F.

15. TOWNHOMES BUILDING DATA:		TYPE	QUANTITY
1. TYPE-A (6 UNITS) 2 STORIES - 2 BED / 2.5 BATH		21 FT	
2. BUILDING AREAS (GROSS) - (EXCLUDING BALCONIES/TERRACES)			
GROUND		620	65.5 F.
SECOND		620	65.5 F.
SUBTOTAL		1,240	65.5 F. (x16)
TOTAL ADJUSTED GROSS AREA			20,656 G.S.F.
3. BALCONIES/TERRACES			
SECOND		50	65.5 F. (x16)
SUBTOTAL		800	65.5 F.
TOTAL ADJUSTED GROSS AREA			21,456 G.S.F.
2. TYPE-B (2 UNITS) 3 STORIES - 3 BED / 2.5 BATH		30 FT	
2.2. BUILDING AREAS (GROSS) - (EXCLUDING BALCONIES/TERRACES)			
GROUND		70	65.5 F.
SECOND		70	65.5 F.
THIRD		70	65.5 F.
TOTAL		210	65.5 F. (x2)
SUBTOTAL		420	65.5 F.
2.3. BALCONIES/TERRACES			
SECOND		45	65.5 F. (x2)
SUBTOTAL		90	65.5 F.
TOTAL ADJUSTED GROSS AREA			21,552 G.S.F.
3. TYPE-C (4 UNITS) 2 STORIES - 2 BED / 1.5 BATH		21 FT	
3.2. BUILDING AREAS (GROSS) - (EXCLUDING BALCONIES/TERRACES)			
GROUND		59	65.5 F.
SECOND		59	65.5 F.
SUBTOTAL		118	65.5 F. (x4)
TOTAL		472	65.5 F.
3.3. BALCONIES/TERRACES			
SECOND		62	65.5 F. (x4)
SUBTOTAL		248	65.5 F.
TOTAL ADJUSTED GROSS AREA			4,956 G.S.F.

PROJECT IS SUBJECT TO THE FLOOD PROVISIONS OF THE FLORIDA BUILDING CODE AND CHAPTER 12 OF THE DANIA BEACH CODE OF ORDINANCES.

FEMA NOTE:
THE NATIONAL FLOOD INSURANCE PROGRAM IS IN THE PROCESS OF ISSUING NEW FLOOD MAPS AT THE TIME OF BUILDING PERMIT. THE FEMA BASE FLOOD ELEVATION SHOULD BE CHECKED TO ENSURE IT IS STILL COMPLIANT.

SITE LIGHTING NOTE:
SITE LIGHTING LEVELS SHALL NOT EXCEED 0.5 FC AT THE PROPERTY LINE ADJACENT TO RESIDENTIALLY ZONED OR RESIDENTIALLY USED AREAS.

PROPOSED LIGHTING SHALL MEET CURRENT CITY OF DANIA BEACH NIGHT SKY ORDINANCE. ALL LIGHTING SHALL BE CUT-OFF.

ALL SIGNAGE TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT CODE. VARIANCE TO BE REQUESTED.

BUILDING TO BE FULLY SPRINKLED WITH A SUPERVISED FIRE SPRINKLER SYSTEM.

FIRE ALARM NOTE:
A FIRE ALARM SYSTEM IS REQUIRED AS PER F.P.C. 6TH ED. NFPA 101 SECTION 10.3.4

ALL MACHINE ROOMS, ELECTRICAL MECHANICAL AND OTHER EQUIPMENT WILL BE ABOVE THE REQUIRED FEMA BASE FLOOD 5.0' N.A.V.D.

ALL MECHANICAL EQUIPMENT PROPOSED IS AT THE ROOFTOP AND PROPERLY SCREENED FROM PUBLIC VIEW TO MEET REGULATIONS IN SECTION 220-6.0.

RECYCLE WASTE MATERIALS FROM DEMOLITION AND CONSTRUCTION TO THE GREATEST EXTENT POSSIBLE. FLOORING GOAL IS 75% RECYCLING RATE BY 2020, WHICH INCLUDES CONSTRUCTION AND DEMOLITION DEBRIS.

USE SUSTAINABLE BUILDING MATERIALS.

USE LOW VOC MATERIALS.

INSTALL ENERGY STAR OR WATER SENSE CERTIFIED APPLIANCES.

ALL EXTERNAL LIGHTING SHOULD BE FULLY SHIELDED AND MEET THE REQUIREMENTS OF THE INTERNATIONAL DARK SKY ASSOCIATION.

IN ADDITION TO THE SPACE FOR RECYCLING IN THE TRASH ROOM, PROVIDE ADEQUATE SPACE IN KITCHEN AREAS FOR A RECYCLING CONTAINER ALONG WITH THE GARBAGE CONTAINER.

2 PROJECT DATA

AFTER



SP-056-21: SITE PLAN

PL-058-21: PLAT

APPLICANT:

**3851 STIRLING
HOLDINGS LLLP**

**PROPERTY ADDRESS
3851 STIRLING ROAD**

**PROPOSED ZONING DISTRICT
PLANNED RESIDENTIAL
DEVELOPMENT DISTRICT
(PRD-1)**

Legend

- 1000' DISTANCE SEPARATION
- SUBJECT PROPERTY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

0 100 200 400 600 800 Feet

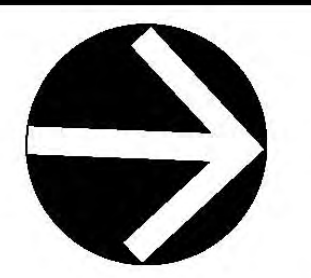




Gabriela Fojt

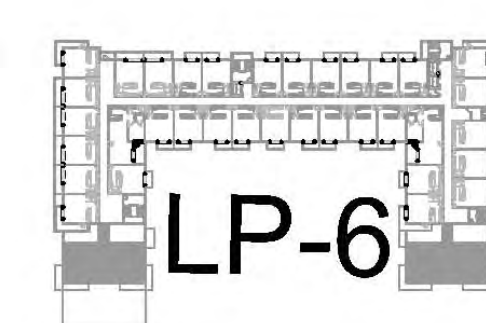
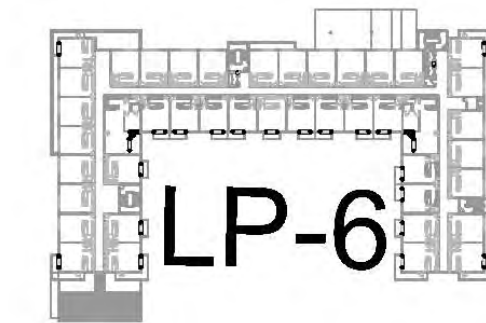
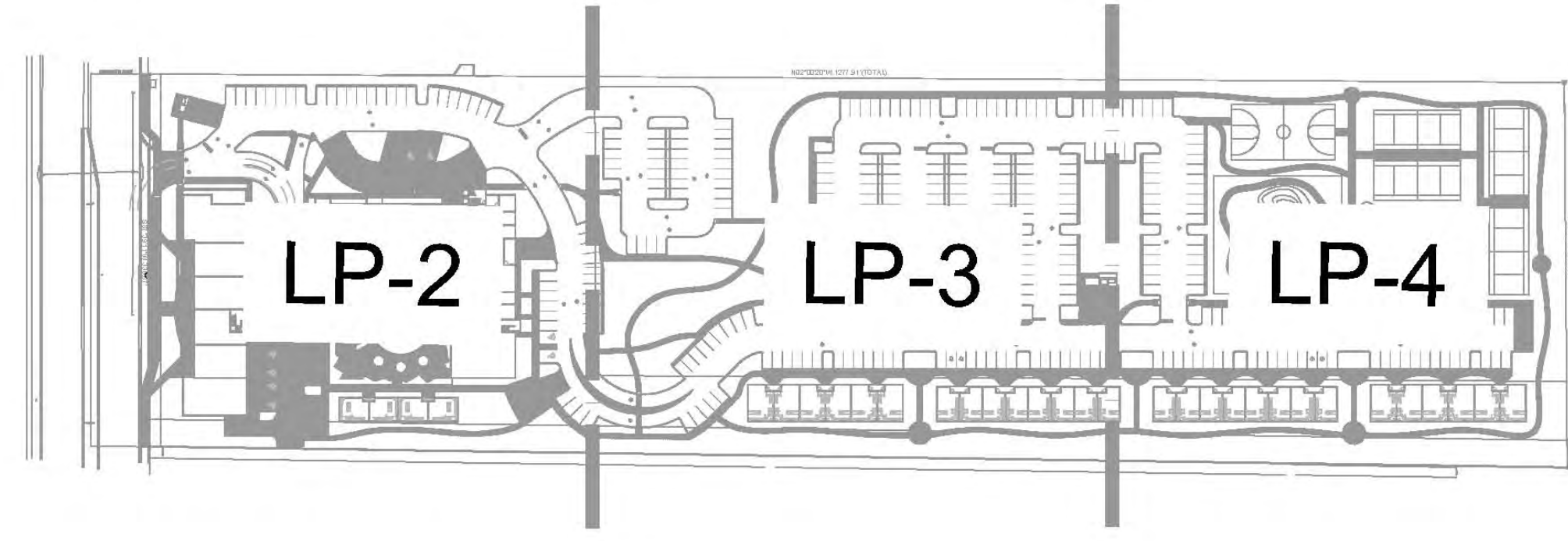
The Mirror of Paradise

Gabriela Fojt
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LC 26000628
3900 Galt Ocean Dr
Fort Lauderdale
FL 33308
Tel (954) 478 3064
www.florida-landscape.com
gabriela@themirrorofparadise.com



SCALE	1"=20'-0"
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	
DATE	07.16.2021
REVISIONS	
per City comments	10.04.2021
per City comments	11.02.2021

A SHEET KEY
not to scale



B SECTION aa (at 1 year after implant, typ.)
scale 1/8"=1'-0"



C SECTION bb (at 1 year after implant, typ.)
scale 1/8"=1'-0"



B COLORED PLAN
scale: 1"=50'-0"



KOOSH LIVING
3851 STIRLING ROAD
DANIA BEACH, FL 33312
SHEET KEY, COLORED PLAN

SEE LP-5 & LP-6 FOR PLANT SCHEDULE

NON
RESIDENTIAL

1277.91'(TOTAL)

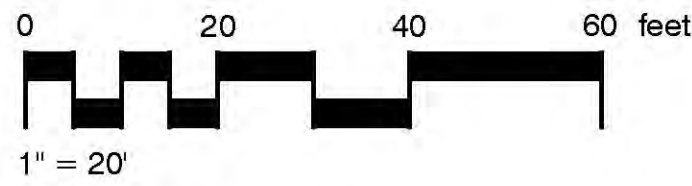
PROPOSED
BUILDING

pool

PROPOSED
BUILDING

PROPOSED
BUILDING

1280.66'(TOTAL)



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OF FLORIDA, INC.
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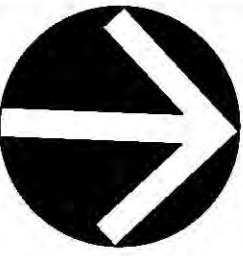
NOTE:
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LANDSCAPE ARCHITECT ASSUMES NO LIABILITY
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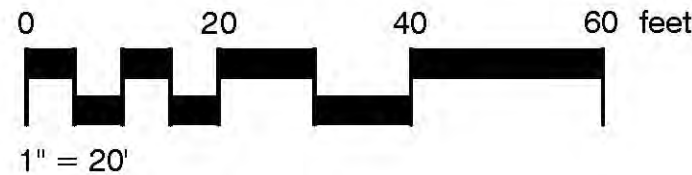
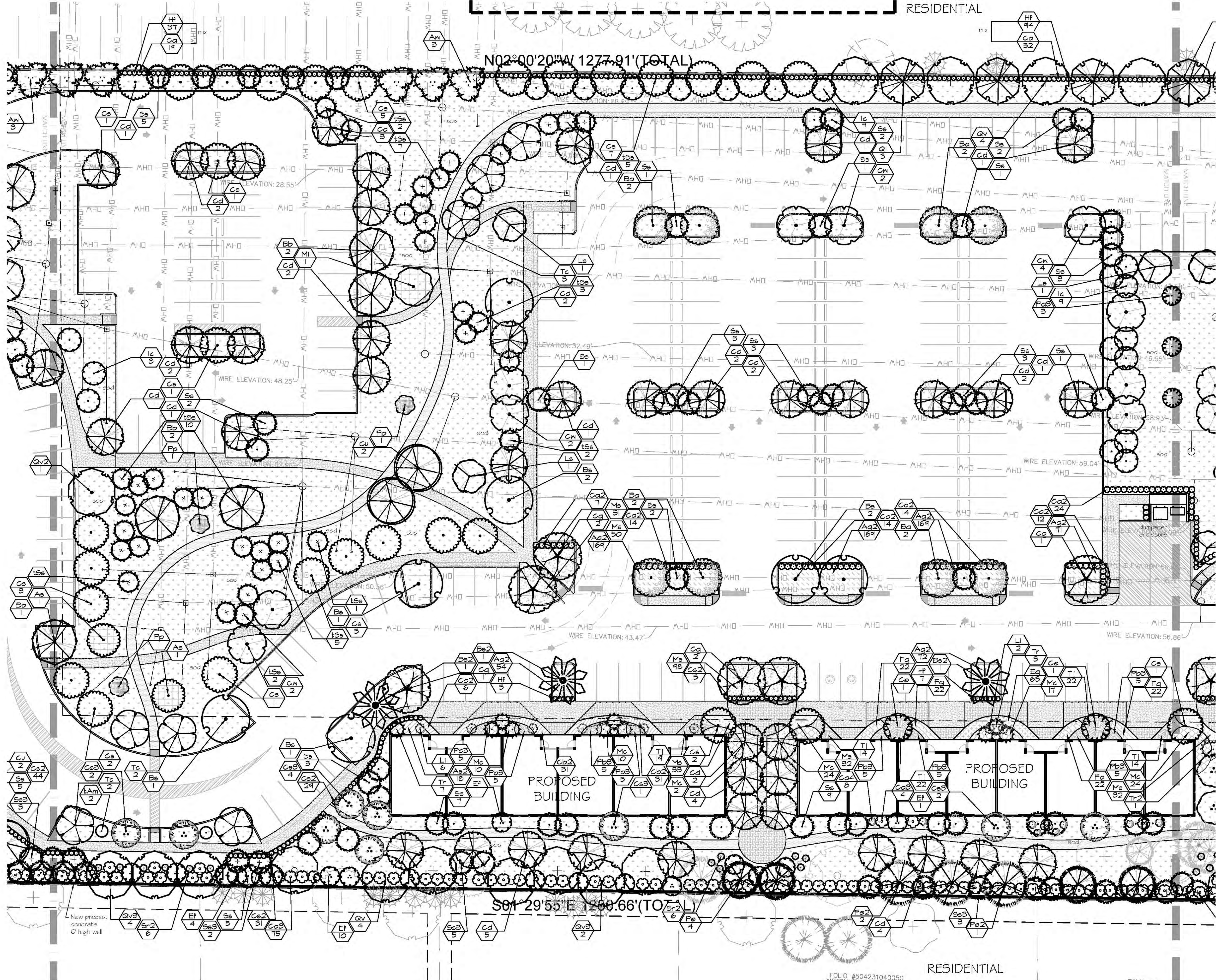


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KOOSH LIVING
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DANIA BEACH, FL 33312
LANDSCAPE PLAN GROUND LEVEL

SEE LP-5 & LP-6 FOR PLANT SCHEDULE

RESIDENTIAL



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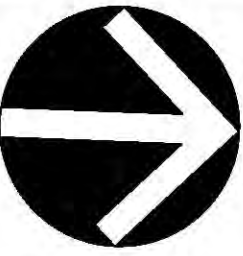
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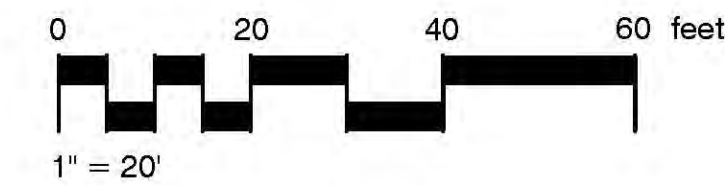
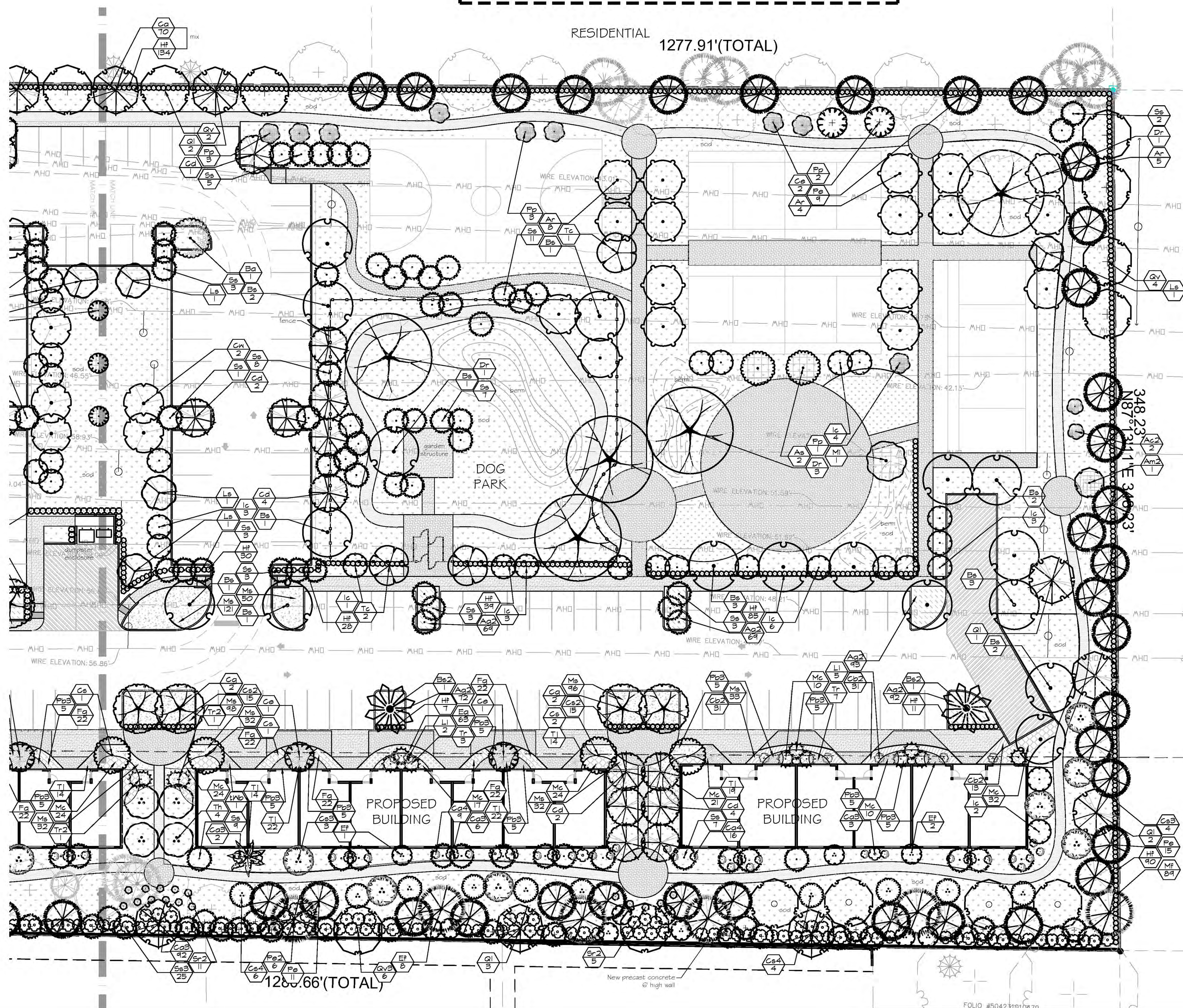
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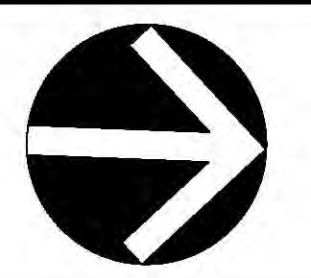
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REVISIONS	
per City comments	10.04.2021

KOOSH LIVING
3851 STIRLING ROAD
DANIA BEACH, FL 33312

LANDSCAPE PLAN GROUND LEVEL

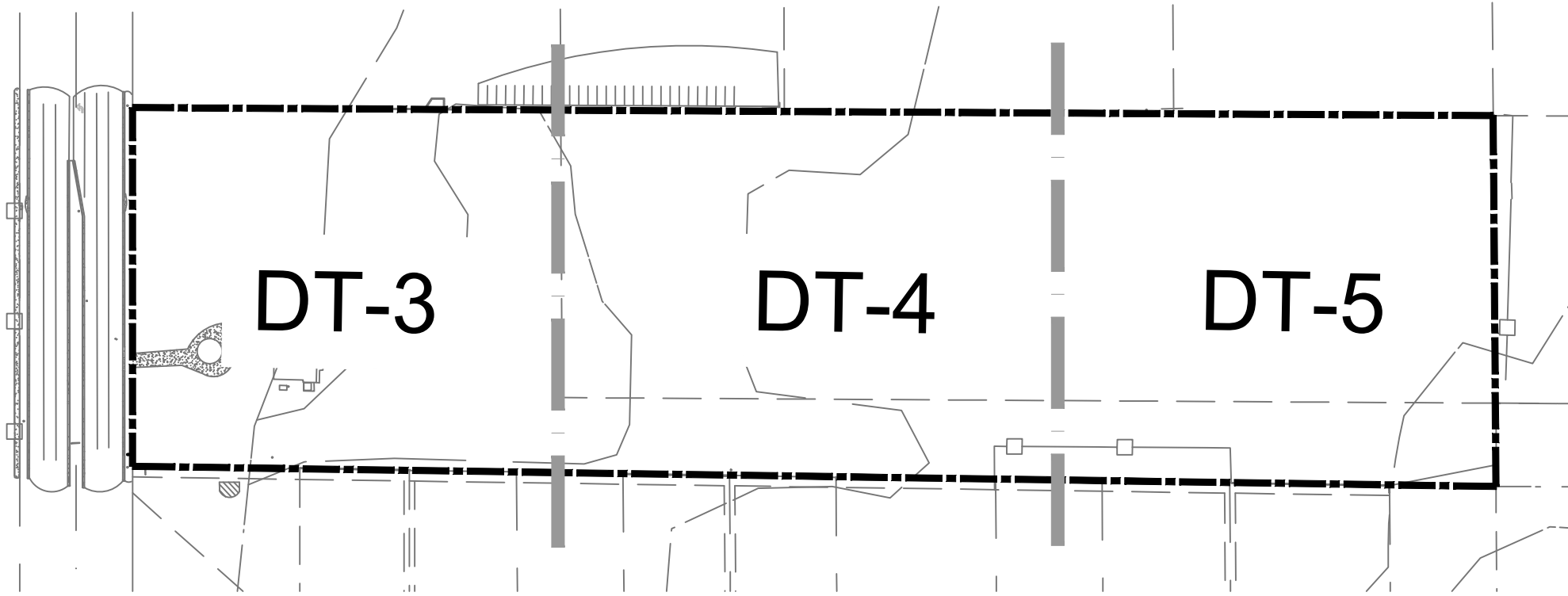
A LOCATION MAP
not to scale



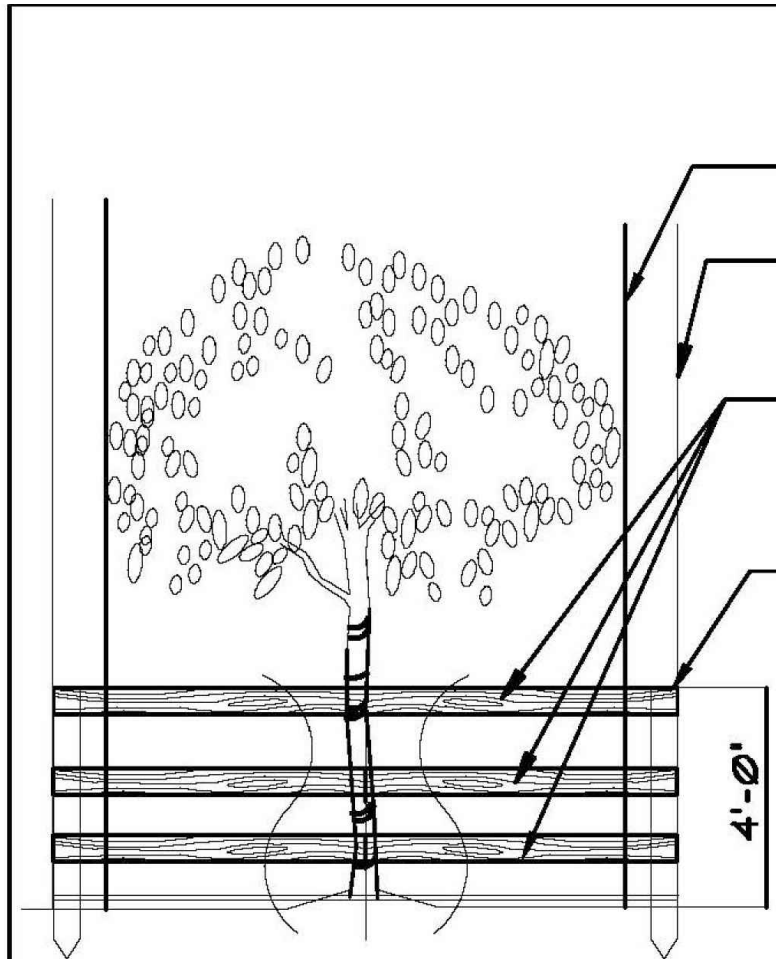
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B SHEET KEY
not to scale



A CITY OF DANIA BEACH TREE REMOVAL/RELOCATION
PERMIT IS REQUIRED PRIOR REMOVAL OR RELOCATION OF
ANY EXISTING VEGETATION



BARRIER TO FORM A
CONTINUOUS CIRCLE AROUND
THE TREE OR GROUP OF TREES.

TREE PROTECTION DETAIL

N.T.S.

C EXISTING TREES CHART-SEE PLANS ON DT-3, DT-4, DT-5

Metric Tree #	Plan Tree #	Species	Common Name	DBH (In.)	Height	Spread (Ft.)	Radius	Canopy (Sq.Ft.)	Condition	Specimen (Y/N)	Comments	Price of Replacem ent	Size Factor	Health/ Condition Score	Location Score	Specimen Score	Specimen Tree Appraisal	Mitigation by canopy SQ.FT	
2	1	Quercus virginiana	Live Oak	28	30	40	20	1256.64	Fair	Y	REMOVE	\$540.00	4	0.75	2	1	\$8,748.00		
27	2	Quercus virginiana	Live Oak	13	30	15	7.5	176.71	Poor	N	REMOVE							176.71	
26	3	Quercus virginiana	Live Oak	34	30	55	27.5	2375.83	Poor	N	REMOVE		4	0	1	1	\$0.00	2375.83	
34	4	Sabal palmetto	Sabal Palm	8	15	10	5	78.54	Good	N	RELOCATE							N/A	
25	5	Sabal palmetto	Sabal Palm	9	25	12	6	113.10	Good	N	RELOCATE							N/A	
24	6	Sabal palmetto	Sabal Palm	10	25	12	6	113.10	Good	N	RELOCATE							N/A	
23	7	Sabal palmetto	Sabal Palm	9	35	12	6	113.10	Good	N	REMOVE							78.54	
22	8	Ficus aurea	Strangler Fig	38	30	45	22.5	1590.43	Fair	Y	REMOVE	\$540.00	4	0.75	1	1	\$9,485.10		
20	9	Quercus virginiana	Live Oak	34	30	65	32.5	3318.31	Good	Y	REMOVE	\$540.00	4	1.25	1	1	\$7,290.00		
12	10	Pinus elliotii	Slash Pine	24	40	35	17.5	962.11	Good	Y	REMOVE	\$216.00	3	1.25	1	1	\$2,187.00		
11	11	Pinus elliotii	Slash Pine	19	50	20	10	314.16	Good	Y	REMOVE	\$216.00	3	1.25	1	1	\$2,187.00		
13	12	Pinus elliotii	Slash Pine	26	45	30	15	706.86	Good	Y	REMOVE	\$216.00	4	1.25	1	1	\$2,916.00		
8	13	Pinus elliotii	Slash Pine	20	40	30	15	706.86	Good	Y	REMOVE	\$216.00	3	1.25	2	1	\$4,374.00		
7	14	Quercus virginiana	Live Oak	30	20	50	25	1963.50	Poor	N	REMOVE		4	0	2	1	\$0.00	1963.5	
6	15	Quercus virginiana	Live Oak	32	30	40	20	1256.64	Fair	Y	REMOVE	\$540.00	4	0.75	1	1	\$4,374.00		
15	16	Pinus elliotii	Slash Pine	20	33	20	10	314.16	Fair	Y	REMOVE	\$216.00	3	0.75	1	1	\$1,312.20		
5	17	Quercus virginiana	Live Oak	25	30	30	15	706.86	Fair	Y	REMOVE	\$540.00	4	0.75	2	1	\$8,748.00		
4	18	Quercus virginiana	Live Oak	22	22	35	17.5	962.11	Fair	Y	REMOVE	\$540.00	3	0.75	2	1	\$6,561.00		
19	19	Quercus virginiana	Live Oak	28	35	55	27.5	2375.83	Fair	Y	REMOVE	\$540.00	4	0.75	1	1	\$4,374.00		
16	20	Quercus virginiana	Live Oak	39	37	65	32.5	3318.31	Fair	Y	REMOVE	\$540.00	4	0.75	1	1	\$4,374.00		
3	21	Quercus virginiana	Live Oak	22	32	30	15	706.86	Fair	Y	REMOVE	\$540.00	3	0.75	2	1	\$6,561.00		
18	22	Quercus virginiana	Live Oak	36	40	60	30	2827.43	Good	Y	REMOVE	\$540.00	4	1.25	1	1	\$7,290.00		
1	23	Quercus virginiana	Live Oak	23	18	35	17.5	962.11	Good	Y	REMOVE	\$540.00	3	1.25	2	1	\$10,935.00		
17	24	Delonix regia	Royal Poinciana	35	45	55	27.5	2375.83	Poor	N	REMOVE		4	0	1	1	\$0.00	2375.83	
29	25	Quercus virginiana	Live Oak	39	35	50	25	1963.50	Poor	N	REMOVE		4	0	0.5	1	\$0.00	1963.5	
30	26	Sabal palmetto	Sabal Palm	11	30	12	6	113.10	Good	N	RELOCATE								
31	27	Quercus virginiana	Live Oak	37	30	50	25	1963.50	Good	Y	REMOVE	\$540.00	4	1.25	1	1	\$7,290.00		
51	28	Quercus virginiana	Live Oak	23	25	30	15	706.86	Poor	N	REMOVE	\$540.00	3	0	0.5	1	\$0.00	706.86	
	29	deleted									Multi trunk, see 36								
21	30	Pinus elliotii	Slash Pine	22	35	25	12.5	490.87	Poor	N	REMOVE			3	0	1	1	\$0.00	490.87
35	31	Quercus virginiana	Live Oak	28	35	65	32.5	3318.31	Fair	Y	REMOVE	\$540.00	4	0.75	0.5	1	\$2,187.00		
37	32	Quercus virginiana	Live Oak (MT)	29	40	40	20	1256.64	Fair	Y	REMOVE	\$540.00	4	0.75	0.5	1	\$2,187.00		
38	33	Quercus virginiana	Live Oak	27	35	55	27.5	2375.83	Good	Y	REMOVE	\$540.00	4	1.25	0.5	1	\$3,645.00		
41	34	Quercus virginiana	Live Oak	10	33	15	7.5	176.71	Poor	N	REMOVE							176.71	
42	35	Quercus virginiana	Live Oak	11	35	15	7.5	176.71	Poor	N	REMOVE							176.71	
36	36	Quercus virginiana	Live Oak (MT)	33	40	60	30	2827.43	Poor	N	REMOVE		4	0	0.5	1	\$0.00	2827.43	
	37	deleted									Multi trunk, see 36								
72	38	Sabal palmetto	Sabal Palm	10	30	12	6	113.10	Fair	N	RELOCATE								
63	39	Sabal palmetto	Sabal Palm	13	30	12	6	113.10	Good	N	RELOCATE								
61	40	Quercus virginiana	Live Oak	42	50	70	35	3848.45	Poor	N	REMOVE	\$540.00	4	0	0.5	1	\$0.00	3848.45	
57	41	Quercus virginiana	Live Oak	22	30	30	15	706.86	Fair	Y	REMOVE	\$540.00	3	0.75	0.5	1	\$1,640.25		
56	42	Quercus virginiana	Live Oak	13	35	15	7.5	176.71	Poor	N	REMOVE							176.71	
49	43	Quercus virginiana	Live Oak	33	50	50	25	1963.50	Fair	Y	REMOVE	\$540.00	4	0.75	0.5	1	\$2,187.00		
95	44	Pinus elliotii	Slash Pine	21	50	20	10	314.16	Poor	N	REMOVE		3	0	0.5	1	\$0.00	314.16	
70	45	Quercus virginiana	Live Oak	21	25	15	7.5	176.71	Poor	Y	REMOVE		3	0	0.5	1	\$0.00	176.71	
75	46	Quercus virginiana	Live Oak	10	25	15	7.5	176.71	Fair	N	REMOVE							176.71	
102	47	Pinus elliotii	Slash Pine	27	40	30	15	706.86	Good	Y	REMOVE	\$216.00	4	1.25	0.5	1	\$1,458.00		
103	48	Quercus virginiana	Live Oak	13	45	12	6	113.10	Fair	N	REMOVE							113.1	
NL	49	Sabal palmetto	Sabal Palm	10	8	10	5	78.54	Fair	N	RELOCATE								
83	50	Quercus virginiana	Live Oak	17	25	12	6	113.10	Poor	N	REMOVE							113.1	
69	51	Sabal palmetto	Sabal Palm	12	6 OA	10	5	78.54	Good	N	RELOCATE								
69	52	Sabal palmetto	Sabal Palm	18	30	10	5	78.54	Fair	Y	RELOCATE								
104	53	Quercus virginiana	Live Oak	15	40	20	10	314.16	Fair	N	REMOVE							314.16	
39	54	Quercus virginiana	Live Oak	19	30	20	10	314.16	Poor	N	REMOVE		3	0	0.5	1	\$0.00	314.16	
46	55	Quercus virginiana	Live Oak	26	40	35	17.5	962.11	Fair	Y	REMOVE	\$540.00	4	0.75	0.5	1	\$2,187.00		
68	56	Quercus virginiana	Live Oak	9	15	10	5	78.54	Fair	N	REMOVE							78.54	
45	57	Quercus virginiana	Live Oak	14	20	25	12.5	490.87	Poor	N	REMOVE							490.87	
55	58	Quercus virginiana	Live Oak	44	60	70	35	3848.45	Fair	Y	REMOVE	\$540.00	4	0.75	0.5	1	\$2,187.00		
50	59	Quercus virginiana	Live Oak	26	40	60	30	2827.43	Poor	N	REMOVE	\$540.00	4	0	0.5	1	\$0.00	2817.43	
54	60	Ficus aurea	Strangler Fig	13	30	25	12.5	490.87	Poor	N	REMOVE							490.87	
44	61	Quercus virginiana	Live Oak	22	35	20	10	314.16	Poor	N	REMOVE	\$540.00	3	0	0.5	1	\$0.00	314.16	
52	62	Quercus virginiana	Live Oak	45	40	40	20	1256.64	Poor	N	REMOVE	\$540.00	4	0	0.5	1	\$0.00	1256.64	
71	63	Sabal palmetto	Sabal Palm	9	30	12	6	113.10	Good	N	RELOCATE								
40	64	Quercus virginiana	Live Oak	25	30	30	15	706.86	Poor	N	REMOVE		4	0	0.5	1	\$0.00	706.86	
33	65	Quercus virginiana	Live Oak	16	40	20	10	314.16	Poor	N	REMOVE							314.16	
32	66	Quercus virginiana	Live Oak	37	40	65	32.5	3318.31	Fair	Y	REMOVE	\$540.00	4	0.75	1	1	\$4,374.00		
86	67	Pinus elliotii	Slash Pine	13	60	20	10	314.16	Good	N	REMOVE							314.16	
97	68	Quercus virginiana	Live Oak	10	25	12	6	113.10	Fair	N	REMOVE							113.1	
98	69	Quercus virginiana	Live Oak	6	25	15	7.5	176.71	Fair	N	TO REMAIN							N/A	
99	70	Quercus Laurifolia	Laurel Oak	8	25	25	12.5	490.87	Fair	N	TO REMAIN							N/A	
107	71	Quercus virginiana	Live Oak	22	35	40	20	1256.64	Fair	Y	REMOVE	\$540.00	3	0.75	0.5	1	\$1,640.25		
96	72	Quercus Laurifolia	Laurel Oak	10	35	15	7.5	176.71	Fair	N	REMOVE							176.71	
106	73	Mangifera indica	Mango	10	35	15	7.5	176.71	Fair	N	REMOVE							176.71	
100	74	Quercus virginiana	Live Oak	6	15	6	3	28.27	Poor	N	REMOVE							2	

A

EXISTING TREES CHART-SEE DT-3, DT-4, DT-5

Metric Tree #	Plan Tree #	Species	Common Name	DBH (In.)	Height	Spread (Ft.)	Radius	Canopy (Sq.Ft.)	Condition	Specimen (Y/N)	Comments	Price of Replacem ent	Size Factor	Health/ Condition Score	Location Score	Specimen Score	Specimen Tree Appraisal	Mitigation by canopy SQ.FT
NL	91	Adonidia Merrilli	Christmas Palm	3	15	5	2.5	19.63	Good	N	RELOCATE							
58	92	Quercus virginiana	Live Oak	23	35	15	7.5	176.71	Poor	N	REMOVE		3	0	0.5	1	\$0.00	176.71
53	93	Ficus aurea	Strangler Fig	17	20	15	7.5	176.71	Poor	N	REMOVE							176.71
59	94	Sabal palmetto	Sabal Palm	8	40	12	6	113.10	Good	N	RELOCATE							
60	95	Sabal palmetto	Sabal Palm	10	40	12	6	113.10	Good	N	RELOCATE							
64	96	Sabal palmetto	Sabal Palm	9	20	10	5	78.54	Good	N	RELOCATE							
62	97	Quercus virginiana	Live Oak	21	30	25	12.5	490.87	Poor	N	REMOVE		3	0	0.5	1	\$0.00	490.87
73	98	Quercus virginiana	Live Oak	55	45	60	30	2827.43	Poor	N	REMOVE		4	0	0.5	1	\$0.00	2827.43
67	99	Quercus virginiana	Live Oak	9	35	12	6	113.10	Fair	N	REMOVE							113.1
74	100	Quercus virginiana	Live Oak	11	15	12	6	113.10	Poor	N	REMOVE							113.1
76	101	Quercus virginiana	Live Oak	9	15	15	7.5	176.71	Fair	N	REMOVE							176.71
77	102	Sabal palmetto	Sabal Palm	12	30	15	7.5	176.71	Good	N	RELOCATE							
80	103	Sabal palmetto	Sabal Palm	10	30	12	6	113.10	Good	N	RELOCATE							
81	104	Quercus virginiana	Live Oak	29	25	30	15	706.86	Poor	N	REMOVE		4	0	0.5	1	\$0.00	706.86
82	105	Quercus virginiana	Live Oak	8	15	5	2.5	19.63	Poor	N	REMOVE							19.63
90	106	Sabal palmetto	Sabal Palm	10	35	10	5	78.54	Good	N	RELOCATE							
89	107	Sabal palmetto	Sabal Palm	9	35	12	6	113.10	Good	N	RELOCATE							
93	108	Quercus virginiana	Live Oak	10	25	8	4	50.27	Poor	N	REMOVE							50.27
91	109	Quercus virginiana	Live Oak	12	25	12	6	113.10	Fair	N	REMOVE							113.1
92	110	Quercus virginiana	Live Oak	19	25	35	17.5	962.11	Fair	Y	REMOVE	\$540.00	3	0.75	0.5	1	\$1,640.25	
94	111	Quercus virginiana	Live Oak	15	25	12	6	113.10	Poor	N	REMOVE							113.1
85	112	Quercus virginiana	Live Oak	6	15	6	3	28.27	Poor	N	REMOVE							28.27
84	113	Quercus virginiana	Live Oak	17	15	12	6	113.10	Poor	N	REMOVE							113.1
101	114	Quercus virginiana	Live Oak	6	10	8	4	50.27	Poor	N	REMOVE							50.27
NL	115	Sabal palmetto	Sabal Palm	STUMP	8		0	0.00		N	Stump							
NL	116	Sabal palmetto	Sabal Palm	too small		0	0	0.00	Fair	N	too small to be counted for code/RELOCATE							
NL	117	Sabal palmetto	Sabal Palm	13	12	12	6	113.10	Fair	N	RELOCATE							
NL	118	Sabal palmetto	Sabal Palm	21	7	12	6	113.10	Fair	Y	RELOCATE							
NL	119	Sabal palmetto	Sabal Palm	11	22	14	7	153.94	Fair	N	RELOCATE							
NL	120	Sabal palmetto	Sabal Palm	13	18	10	5	78.54	Fair	N	RELOCATE							
NL	121	Quercus virginiana	Live Oak (MT)	36	25	35	17.5	962.11	Poor	N	Dead/Poor/REMOVE	\$540.00	4	0	0.5	1	\$0.00	962.11
NL	122	Sabal palmetto	Sabal Palm	13	9	10	5	78.54	Fair	N	RELOCATE							
NL	123	Sabal palmetto	Sabal Palm	8	12	12	6	113.10	Fair	N	RELOCATE							
NL	124	Sabal palmetto	Sabal Palm	11	25	12	6	113.10	Fair	N	RELOCATE							
NL	125	Quercus virginiana	Live Oak	35	45	60	30	2827.43	Good	Y	REMOVE	\$540.00	4	1.25	0.5	1	\$3,645.00	
NL	126	Sabal palmetto	Sabal Palm	7	25	12	6	113.10	Poor	N	RELOCATE							
14	127	Quercus virginiana	Live Oak	25	35	35	17.5	962.11	Poor	N	REMOVE		4	0	1	1	\$0.00	962.11
NL	128	Sabal palmetto	Sabal Palm	10	25	12	6	113.10	Fair	N	Leaning/RELOCATE							
NL	129	Sabal palmetto	Sabal Palm	11	25	12	6	113.10	Fair	N	RELOCATE							
NL	130	Sabal palmetto	Sabal Palm	10	22	12	6	113.10	Fair	N	RELOCATE							
NL	131	Sabal palmetto	Sabal Palm	13	15	12	6	113.10	Good	N	Fair/Good/RELOCATE							
NL	132	Quercus virginiana	Live Oak	18	35 OA	30	15	706.86	Good	Y	TO REMAIN						\$0.00	
NL	133	Quercus virginiana	Live Oak	12	25	18	9	254.47	Good	N	TO REMAIN							N/A
NL	134	Quercus virginiana	Live Oak	9	18	15	7.5	176.71	Good	N	TO REMAIN							N/A
NL	135	Quercus virginiana	Live Oak	9	18	15	7.5	176.71	Poor	N	REMOVE							176.71
NL	136	Quercus virginiana	Live Oak	10	25	15	7.5	176.71	Good	N	TO REMAIN							176.71
NL	137	Pinus elliotii	Pine	17	45	20	10	314.16	Fair	N	TO REMAIN							N/A
NL	138	Quercus virginiana	Live Oak	16	30	20	10	314.16	Poor	N	REMOVE							314.16
NL	139	Mangifera indica	Mango	7	25	12	6	113.10	Poor	N	REMOVE							113.1
NL	140	Quercus virginiana	Live Oak	9	8	0	0	0.00	Poor	N	Dead/REMOVE							N/A
NL	141	Quercus virginiana	Live Oak	9	20	10	5	78.54	Poor	N	REMOVE							78.54
NL	142	Mangifera indica	Mango	12	25	18	9	254.47	Poor	N	REMOVE							254.47
NL	143	Mangifera indica	Mango	15	25	18	9	254.47	Poor	N	REMOVE							254.47
NL	144	Bursera simaruba	Gumbo Limbo	8	15	8	4	50.27	Good	N	RELOCATE							N/A
	144a	Quercus virginiana	Live Oak	5	12	12	6	113.10	Good	N	REMOVE							113.10
	144b	Bursera simaruba	Gumbo Limbo	6	15	6	3	28.27	Good	N	RELOCATE							N/A
	144c	Schefflera actinophylla	Umbrella Tree (MT)	6	12	15	7.5	176.71	Good	N	INVASIVE/mitigation 25%							44.18
	144d	Bucida buceras	Black Olive Tree	8	18	15	7.5	176.71	Good	N	REMOVE							176.71
79	145	Sabal palmetto	Sabal Palm	14	16	12	6	113.10	Good	N	RELOCATE							
NL	146	Quercus virginiana	Live Oak	30	35	40	20	1256.64	Good	Y	TO REMAIN						\$0.00	
	146a	Veitchia Montgomeriana	Montgomery Palm	4	15	8	4	50.27	Good	N	TO REMAIN							
	146b	Veitchia Montgomeriana	Montgomery Palm	4	8	8	4	50.27	Good	N	OUT OF THE PROPERTY LINE							
	146c	Quercus virginiana	Live Oak	30	25	30	15	706.86	Fair	Y	PROBABLY OUT OF PROPERTY LINE AND ALREADY INDICATED-SEE DT-1		4	0.75	0.5	1		
9	147	Quercus virginiana	Live Oak	25	30	25	12.5	490.87	Fair	Y	REMOVE	\$540.00	4	0.75	2	1	\$8,748.00	
10	147a	Ficus benjamina	Benjamin Fig	9		20	10	314.16	Fair	N	REMOVE							314.16
28	148	Quercus virginiana	Live Oak	26	50	45	22.5	1590.43	Poor	N	REMOVE		4	0	1	1	\$0.00	1590.43
43	149	Quercus virginiana	Live Oak	10	34	20	10	314.16	Poor	N	REMOVE							314.16
NL	150	Pinus elliotii	Pine	24	45	20	10	314.16	Good	Y	REMOVE (on property line)						\$0.00	314.16
NL	151	Quercus virginiana	Live Oak	10	40	25	12.5	490.87	Fair	N	TO REMAIN							N/A
	151a	Ptychosperma elegans	Alexander Palm	3	25	12	6	113.10	Good	N	RELOCATE							
NL	152	Pinus elliotii	Pine	9	45	12	6	113.10	Fair	N	TO REMAIN							N/A
NL	153	Pinus elliotii	Pine (double trunk)	14	45	15	7.5	176.71	Poor	N	REMOVE							176.71
NL	154	Cocos nucifera	Coconut Palm	7	15	20	10	314.16	Good	N	Fair/Good/TO REMAIN							N/A
	154a	Wodyetia bifurcata	Foxtail Palm	6	8	8	4	50.27	Good	N	RELOCATE							N/A
NL	155	Pinus elliotii	Pine	17	45	20	10	314.16	Fair	N	TO REMAIN							N/A
NL	156	Pinus elliotii	Pine	13	40	20	10	314.16	Fair	N	TO REMAIN							N/A
NL	157	Mangifera indica	Mango (MT)	9	30	15	7.5	176.71	Fair	N	TO REMAIN							N/A
NL	158	Quercus virginiana	Live Oak	12	30	20	10	314.16	Fair	N	TO REMAIN							N/A
NL	159	Schefflera actinophylla	Umbrella Tree (Triple)	18	35	20	10	314.16	Good	Y	INVASIVE/mitigation 25%							78.54
NL	160	deleted								N	multi trunk, see 159							
NL	161	deleted								N	multi trunk, see 159							
47	162	Ficus aurea	Strangler Fig	30	40	40	20	1256.64	Good	Y	REMOVE	\$540.00	4	1.25	0.5	1	\$7,904.25	
66	163	Sabal palmetto	Sabal Palm	10	6 CT	10	5	78.54	Good	N	RELOCATE							
65	164	Sabal palmetto	Sabal Palm	11	12"CT	10	5	78.54	Good	N	RELOCATE							

Total	150103.80	38265
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SUMMARY

Total mitigation cost for specimen trees: **\$150,103.80**

Total canopy of non-specimen trees: **38,265 sq.ft/500** (Ca.t 1A tree, 16'OA, 5.5"cal)

Total mitigation cost for non specimen trees: **77 trees Cat 1A (16'OA, 5.5"cal) or to pay 77 x\$540 = \$41,580.00**

44 trees to relocate: **38 Sabals (only 37 to be used for code), 2 Gumbo, 1 Coconut**
1 Foxtail palm, 1 Alexander palm, 2 Adonidias

16 trees to preserve in place: **9 Oaks, 4 Pines, 1 Sabal, 1 Mango, 1 Montgomery palm**

SEE LP-8-9-10-11
FOR
MITIGATION TREES



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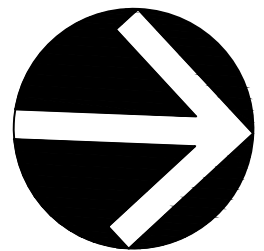
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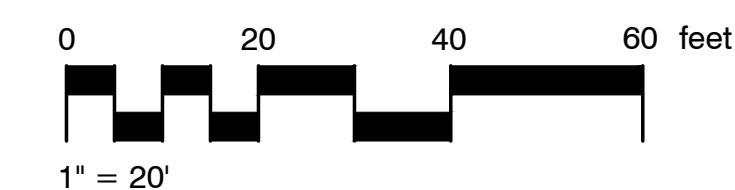


SCALE	as noted
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	
DATE	07.16.2021
REVISIONS	
per City comments	10.04.2021
per City comments	11.02.2021

KOOSH LIVING
3851 STIRLING ROAD
DANIA BEACH, FL 33312
EXISTING TREES CHART

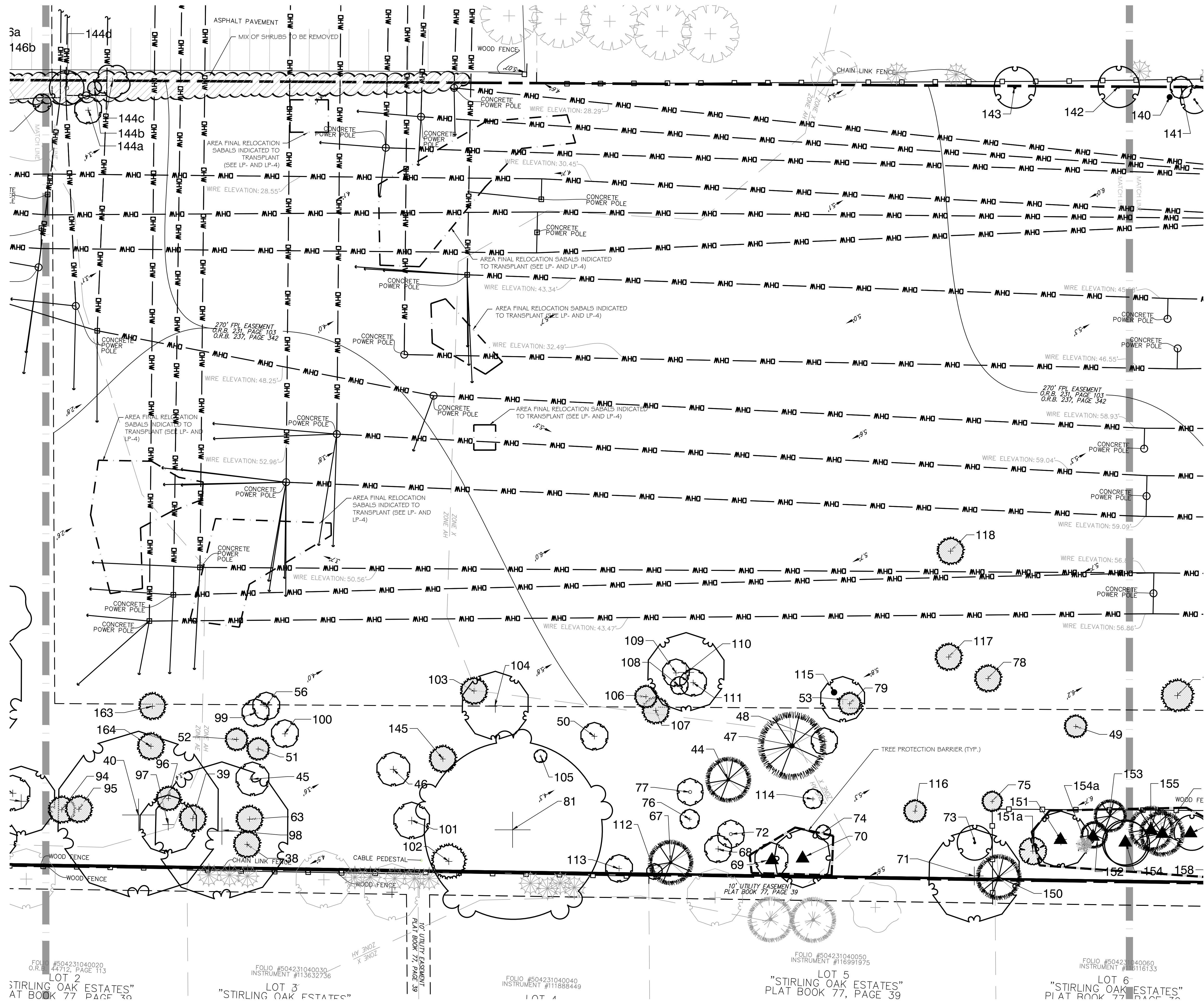


SEE DT-1 & DT-2
FOR
EXISTING TREES
CHART

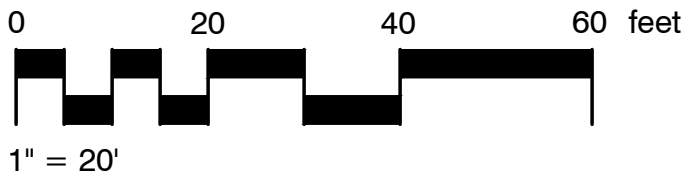


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DISPOSITION PLAN



SEE DT-1 & DT-2
FOR
EXISTING TREES
CHART



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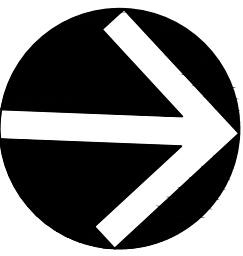
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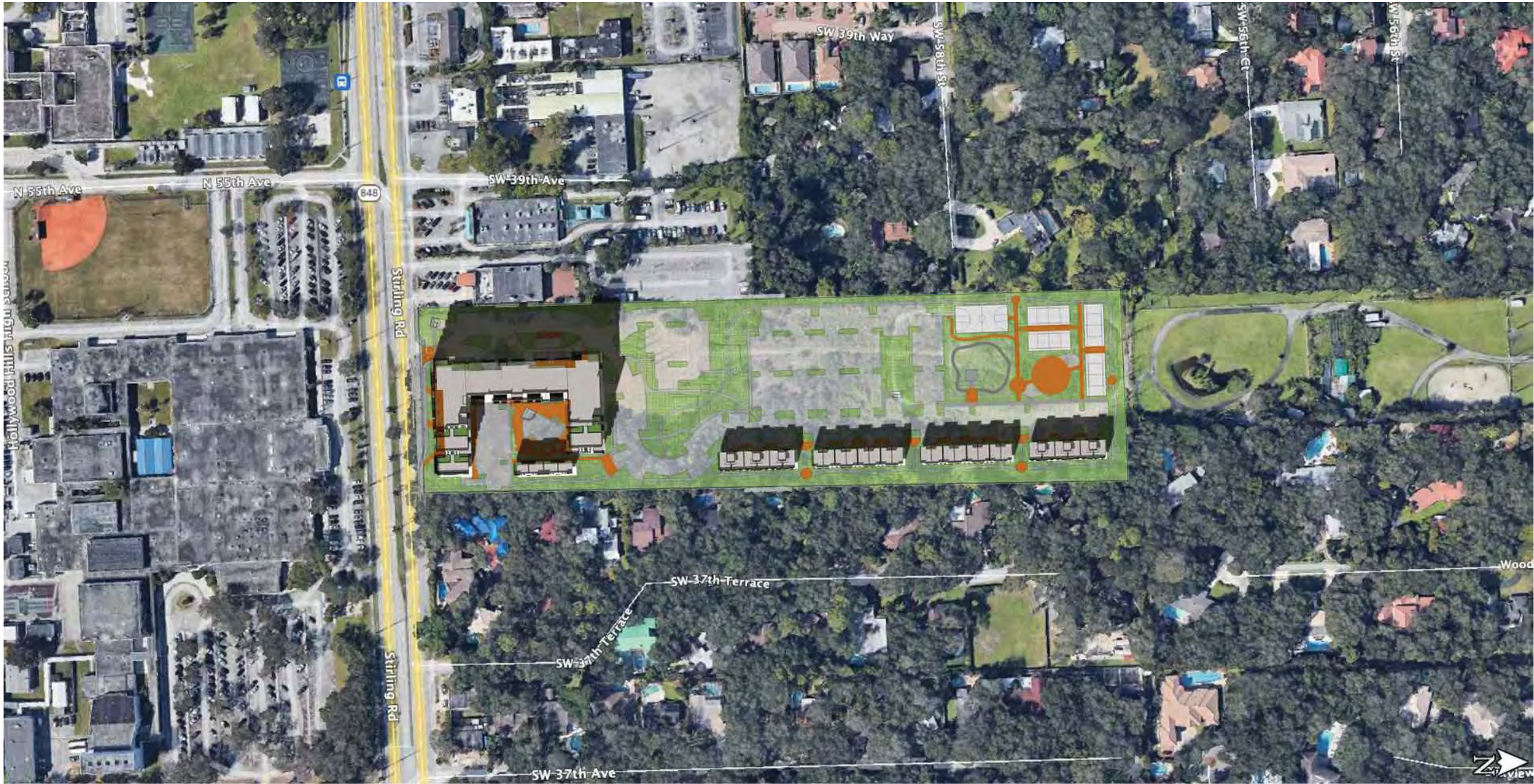
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SCALE	1"=20'-0"
DESIGNED BY	GF
DRAWN BY	GF
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CAD DWG.	
DATE	07.16.2021
REVISIONS	
per City comments	10.04.2021
per City comments	11.02.2021

KOOSH LIVING
3851 STIRLING ROAD
DANIA BEACH, FL 33312

DISPOSITION PLAN



A SPRING (MARCH 21) @ 9:00AM
N.T.S.



B SPRING (MARCH 21) @ 12:00PM
N.T.S.



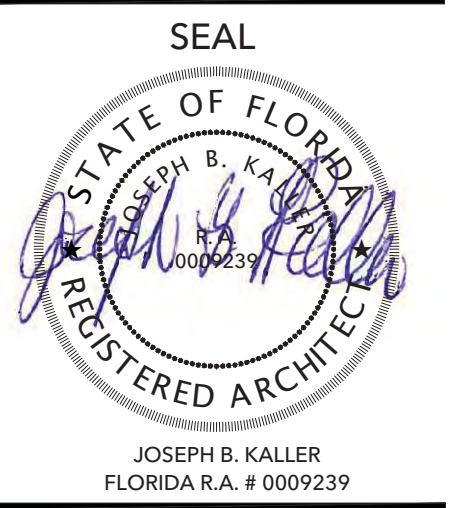
C SPRING (MARCH 21) @ 3:00PM
N.T.S.



D SPRING (MARCH 21) @ 6:00PM
N.T.S.



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Joseph B Kaller
PROJECT TITLE
KOOSH LIVING
A YOUNG LIVING MIXED USE COMMUNITY
3851 STIRLING ROAD
DANIA BEACH, FL 33312

SHEET TITLE
SHADOW STUDY
SPRING - MARCH 21

REVISIONS		
No.	DATE	DESCRIPTION
1	10/07/21	DRC COMMENTS

PROJECT No.: 20127
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DESIGNED BY: J.PAIPILLA
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SHEET
SP-4.0



A	SUMMER (JUNE 21) @ 9:00AM N.T.S.
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B	SUMMER (JUNE 21) @ 12:00PM N.T.S.
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C	SUMMER (JUNE 21) @ 3:00PM N.T.S.
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D	SUMMER (JUNE 21) @ 6:00PM N.T.S.
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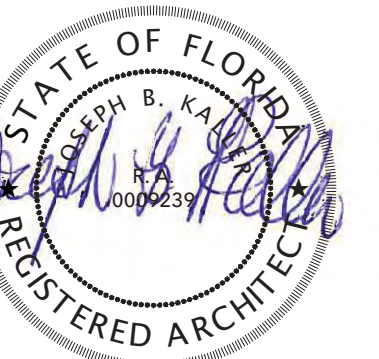


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EAL



JOSEPH B. KALLER
RIDA R.A. # 0009239

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ou=A01427D000016A797CC82F0
0050CDF, cn=Joseph B Kaller
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SHEET TITLE

SHADOW STUDY
SUMMER - JUNE
-

REVISIONS		
No.	DATE	DESCRIPTION

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SHEET

SP-4.1



A	WINTER (DECEMBER 21) @ 9:00AM N.T.S.
---	---



B	WINTER (DECEMBER 21) @ 12:00PM N.T.S.
---	--



C	WINTER (DECEMBER 21) @ 3:00PM N.T.S.
---	---



D	WINTER (DECEMBER 21) @ 6:00PM N.T.S.
---	---



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SHADOW STUDY WINTER - DECEMBER

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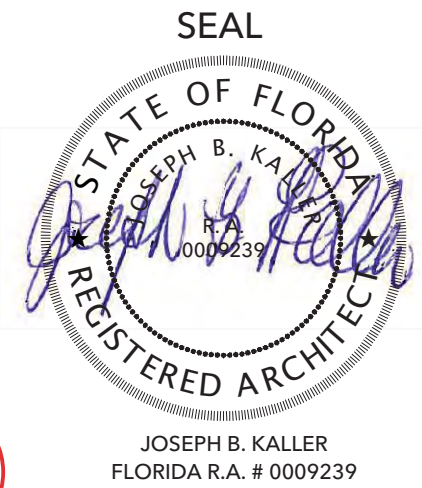
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SHEET

SP-4.2



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DANIA BEACH, FL 33312

SHEET TITLE
FIRE DEPARTMENT ACCESS
SITE PLAN

REVISIONS		
No.	DATE	DESCRIPTION
1	10/12/21	DRC COMMENTS

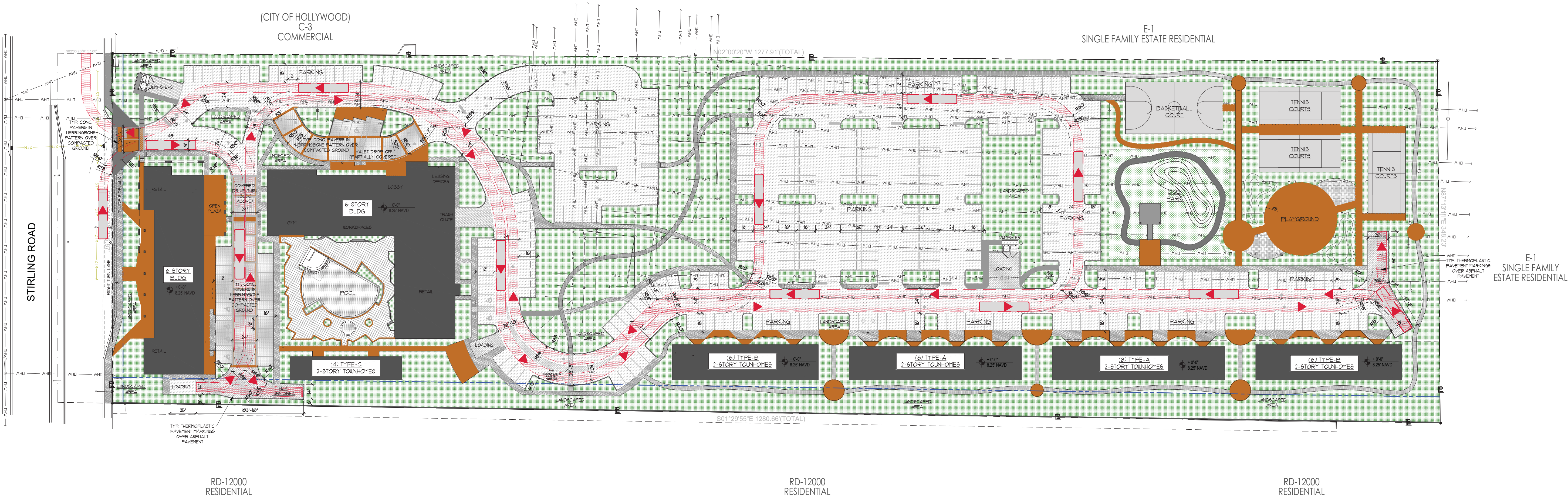
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DRAWN BY: J.PAIPILLA
CHECKED BY: J.B.KALLER

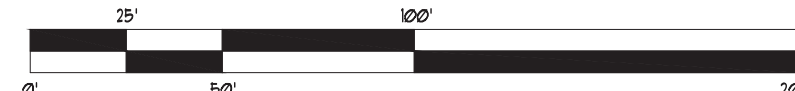
SHEET

FDA-1

1



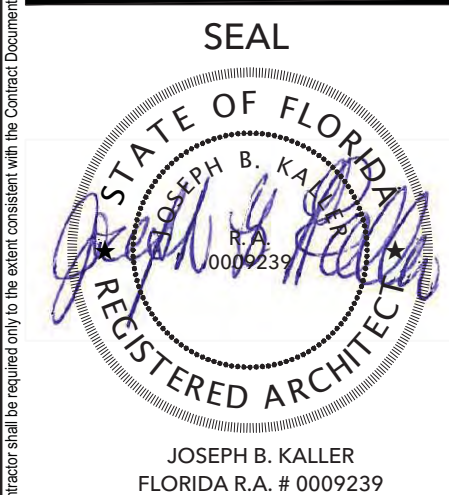
- NOTES:
- FULLY SPRINKLERED BUILDINGS NO POINT AT GROUND LEVEL IS FURTHER THAN 450 FT. FROM FIRE DEPARTMENT ACCESS ROADS.
 - TYPICAL 32 TON (48 FT. x 9 FT.) FIRE APPARATUS WITH 38 FT. INNER RADIUS AND 50 FT. OUTER RADIUS USED FOR FIRE DEPARTMENT ACCESS ROAD DESIGN REFERENCE.
 - FIRE DEPARTMENT ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF NOT LESS THAN 20 FT.
 - DRIVE ISLES SHALL HAVE A MINIMUM 12 FEET IN WIDTH.
 - VERTICAL CLEARANCES SHALL BE A MINIMUM OF 14 FT.
 - ALL PARKING SPACES HAVE A MINIMUM DEPTH OF 18 FT.





AA# 26001212
2417 Hollywood Blvd.
Hollywood Florida 33020
954.920.5746
joseph@kallerarchitects.com

www.kallerarchitects.com



Joseph B Kaller

Digitally signed by Joseph B Kaller
 DN: c=US, o=Kaller Architects, ou=A01427D000016A797C, email=FO0000CDF, cn=Joseph B Kaller
 Date: 2021.11.02 13:26:23 -0500

KOOSH LIVING
LIVING MIXED USE COMMUNITY
3851 STIRLING ROAD
DANIA BEACH, FL 33312

PROJECT TITLE

GROUND FLOOR EGRESS PLAN

Contract Documents is to indicate

REVISIONS		
No.	DATE	DESCRIPTION

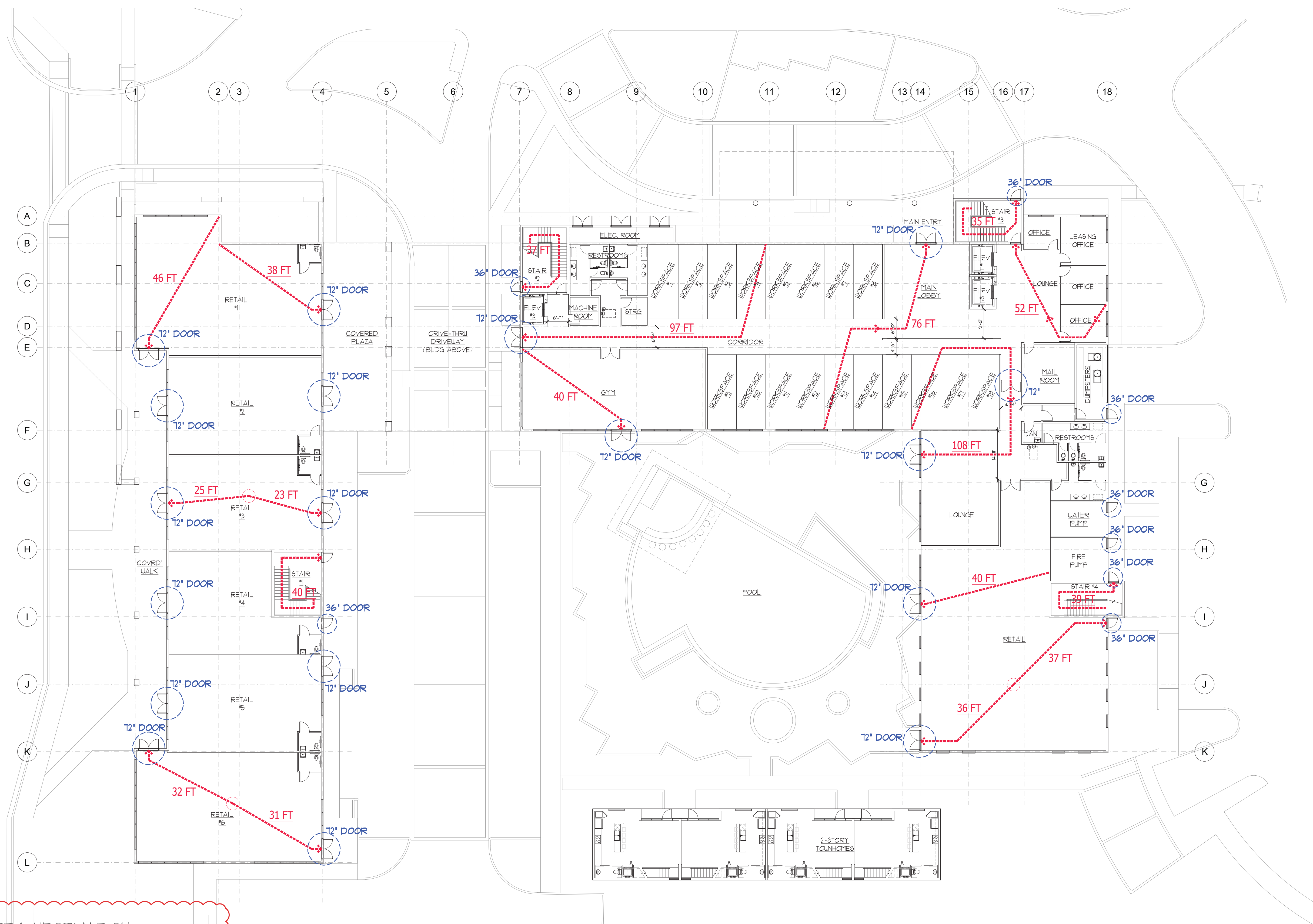
[illegible]

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be reproduced, published or used in any way without the permission of the Architect.

PROJECT No.: 20127
DATE: 5/21/2021
DESIGNED BY: J.PAIPILLA
DRAWN BY: J.PAIPILLA
CHECKED BY: J.B.KALLER

SHEET

LSP-1



LIFE SAFETY INFORMATION

OCCUPANCY GROUPS: 'R-2' (RESIDENTIAL) / 'B' (BUSINESS) / 'M' (MERCANTILE)

BUILDING CONST TYPE: TYPE III-A (FULLY SPRINKLER'd)

CODE COMPLIANCE: FLORIDA BUILDING CODE, 2020 EDITION
NFPA 101 - LIFE SAFETY CODE 2018 EDITION
FLORIDA FIRE PREVENTION CODE, 2020 EDITION

NOTE: REFER TO SHEET T-1 FOR COMPLETE PROJECT INFORMATION.

TRAVEL DISTANCE

TRAVEL DISTANCE (MAX):	MAX. TRAVEL DISTANCE (PROVIDED):
SPRINKLER'd: 250 FEET	134 FEET

MAX. TRAVEL DISTANCE (PROVIDED)
134 FEET

1 MAIN BUILDING - GROUND FLOOR EGRESS PLAN
1/16" = 1'-0"



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING A PLAT (PL-058-21) SUBMITTED BY THE PROPERTY OWNER 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY LOCATED AT 3851 STIRLING ROAD, IN THE CITY OF DANIA BEACH, FLORIDA

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR PL-058-21 Koosh Living Plat (002), R-2022- 3851 Stirling Holdings, LLLP, (Koosh Living) Plat (PL-058-21), R-2022- 3851 Stirling Holdings, LLLP, (Koosh Living) Plat (PL-058-21) Attachment, Location Map Koosh Living site plan plat, Plat Backup Documents



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: May 24, 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
Richard Lorber, AICP, Planning & Zoning Manager

SUBJECT: **PL-058-21:** The applicant, 3851 Stirling Holdings, LLLP, is requests approval of a plat for the property located at 3851 Stirling Road.

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community
Development, ou,
email=eleanor@danbeachfl.gov, c=US
Date: 2022.05.16 07:00:26 -0400

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=candido@danbeachfl.gov, c=US
Date: 2022.05.16 07:00:26 -0400

Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community
Development, email=corinne@danbeachfl.gov, c=US
Date: 2022.05.13 14:40:27 -0400

Digitally signed by Richard Lorber
Date: 2022.05.13 12:40:18 -0400

Request:

To plat the property and restrict its development to 199 mid-rise dwelling units, 32 townhouse dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use.

Background

On April 20, 2022, the Planning and Zoning Board favorably recommended to rezone the property and assign residential and commercial flexibility. On May 10, 2022, the City Commission passed the rezoning and flex ordinance on first reading.

The subject property is a ten (10) acre parcel containing one single-family home. The site has single family homes to the East and Northwest, Commercial uses to the West, Agricultural Use to the North, and the Stirling Road thoroughfare to the south. Across Stirling Road are public schools. The property is currently zoned and designated Single- Family Estate Residential District (E-1).

The requested plat approval would allow the development of 231 dwelling units, 13,500 square feet of commercial use, and 3,200 square feet of office use. The Applicant also seeks approval to rezone the property to the Planned Residential Development District (PRD-1), the allocation of two hundred twenty-one (221) flex units and one-third (1/3) acre of commercial flex, and site plan which are presented at tonight's public hearing as separate applications.

Budgetary Impact

Approval of the plat will enable this site to be redeveloped, expanding the City's tax roll.

Recommendation

Approve the resolution for the plat.

RESOLUTION NO. 2022-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A PLAT (PL-058-21) SUBMITTED BY THE PROPERTY OWNER 3851 STIRLING HOLDINGS, LLLP FOR PROPERTY LOCATED AT 3851 STIRLING ROAD, IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the “LDC”) Part 6 “Development Review Procedures And Requirements,” Article 640, “Plats” of the City Code of Ordinances (the “City Code”), the property owner, 3851 Stirling Holdings, LLLP (the “Applicant”), applied to the City of Dania Beach (the “City”) for approval of a plat (PL-058-21) for property located at 3851 Stirling Road, legally described on Exhibit “A” and incorporated by this reference; and

WHEREAS, LDC Section 640-50 states that the City Commission may approve a plat based on its determination that the Applicant has demonstrated that the criteria identified in the City Code have been satisfied; and

WHEREAS, the Applicant proposes to plat the parcels of real property within the plat boundary; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the Plat (PL-058-21) request is consistent with the LDC and Comprehensive Plan;

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 this Resolution.

Section 2. That this certain application (PL-058-21) for plat approval is approved.

Section 3. That the 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 federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. That pursuant to Section 640-80 “Expiration of Plats,” of the Land Development Code, the City Commission approval of the plat (PL-058-21) shall be deemed to have expired when the plat has expired under the Broward County Land Development Code.

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

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on May 24, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
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

KOOSH LIVING

A REPLAT OF A PORTION OF LOT 13, BLOCK 3, "PLAT OF SEC'S 28, 29, 31 AND 32" (P.B. 2, PG. 32, D.C.R.)
IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778

LEGAL DESCRIPTION:

LOT 13, BLOCK 3, "PLAT OF SEC'S 28, 29, 31 AND 32", ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LESS THAT PORTION LYING WITHIN 53.00 FEET OF THE SOUTH LINE OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 42 EAST.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 10.059 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT 3851 STIRLING HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "KOOSH LIVING", A REPLAT.

1. PARCEL "RW" AS SHOWN HEREON IS HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES.

IN WITNESS WHEREOF: SAID 3851 STIRLING HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____
MANAGER OF BSD CAPITAL, LLC A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, THIS _____ DAY OF _____, 202__.

3851 STIRLING HOLDINGS LLLP,
A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP
BY: BSD CAPITAL, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER
BY: _____
NAME: _____
TITLE: _____
WITNESS: _____
PRINT NAME: _____
WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA }
COUNTY OF BROWARD } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 202__, BY _____
AS MANAGER OF BSD CAPITAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, GENERAL PARTNER OF 3851 STIRLING HOLDINGS LLLP, A FLORIDA LIMITED LIABILITY LIMITED PARTNERSHIP, WHO IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

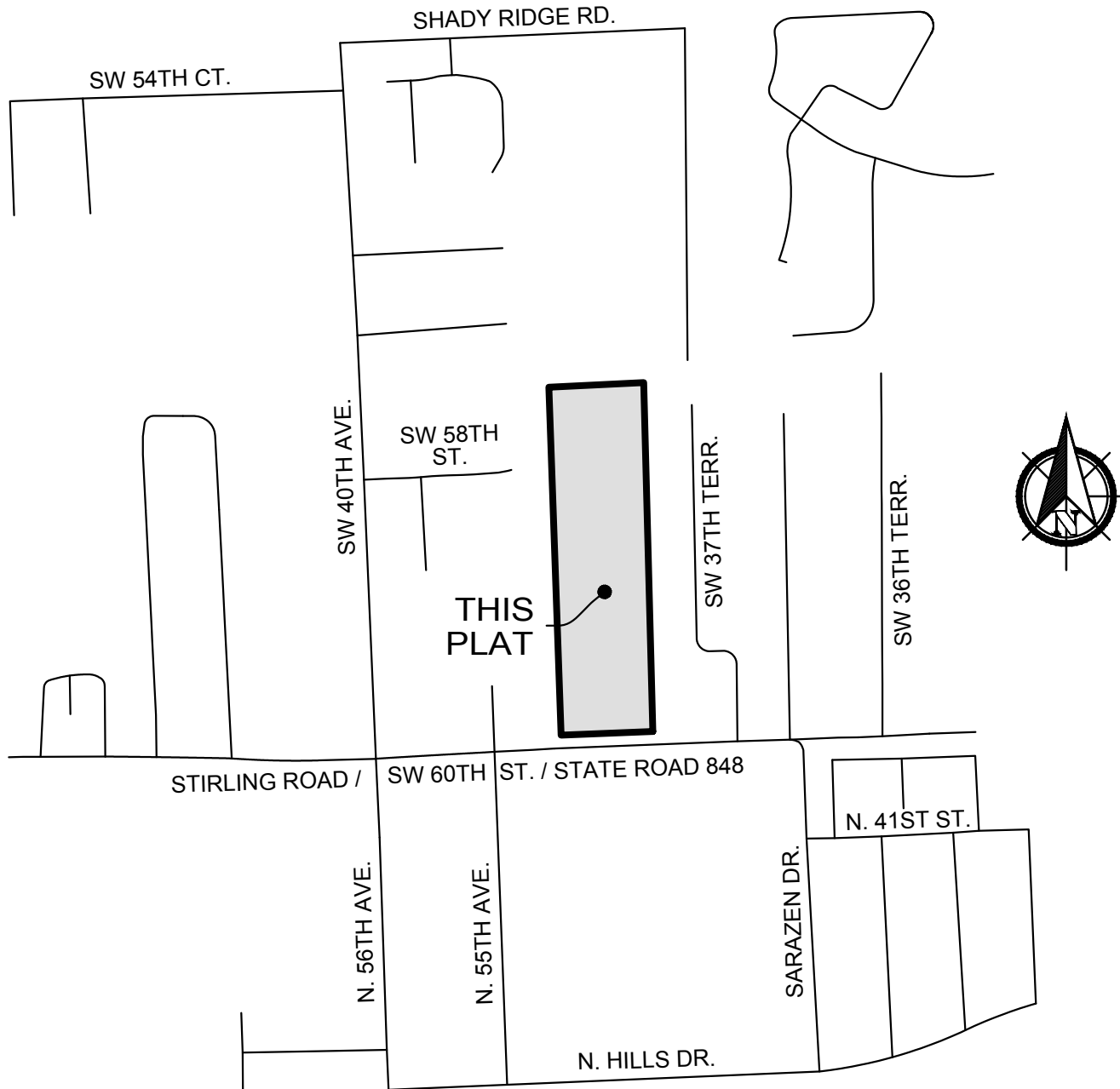
WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 202__.

MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____
NOTARY PUBLIC -- STATE OF _____
PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

BY: _____ DATE _____
DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER NO. LS4290
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
CERTIFICATE OF AUTHORIZATION NO. LB3870



LOCATION MAP
NOT TO SCALE

CITY OF DANIA BEACH - CITY COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF DANIA BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED THIS _____ DAY OF _____, 202__.

CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

ATTEST: _____ CITY CLERK
APPROVED: _____ MAYOR

CITY OF DANIA BEACH - COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 202__.

BY: _____

NAME: _____
DIRECTOR/DESIGNEE

CITY OF DANIA BEACH - CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 202__.

BY: _____

NAME: _____
CITY ENGINEER
FLORIDA P.E. REGISTRATION NO. _____

RESILIENT ENVIRONMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DIRECTOR/DESIGNEE
DATE _____

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 202__.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 20__.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 202__.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

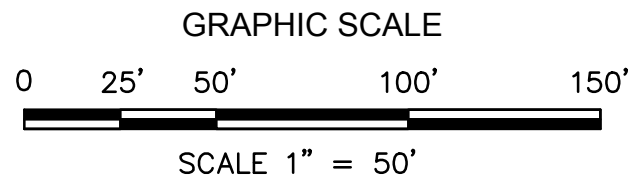
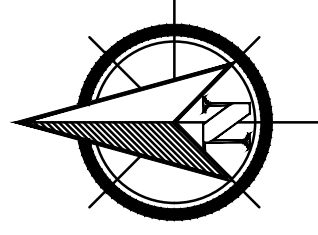
BY: _____ DATE _____
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BY: _____ DATE _____
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

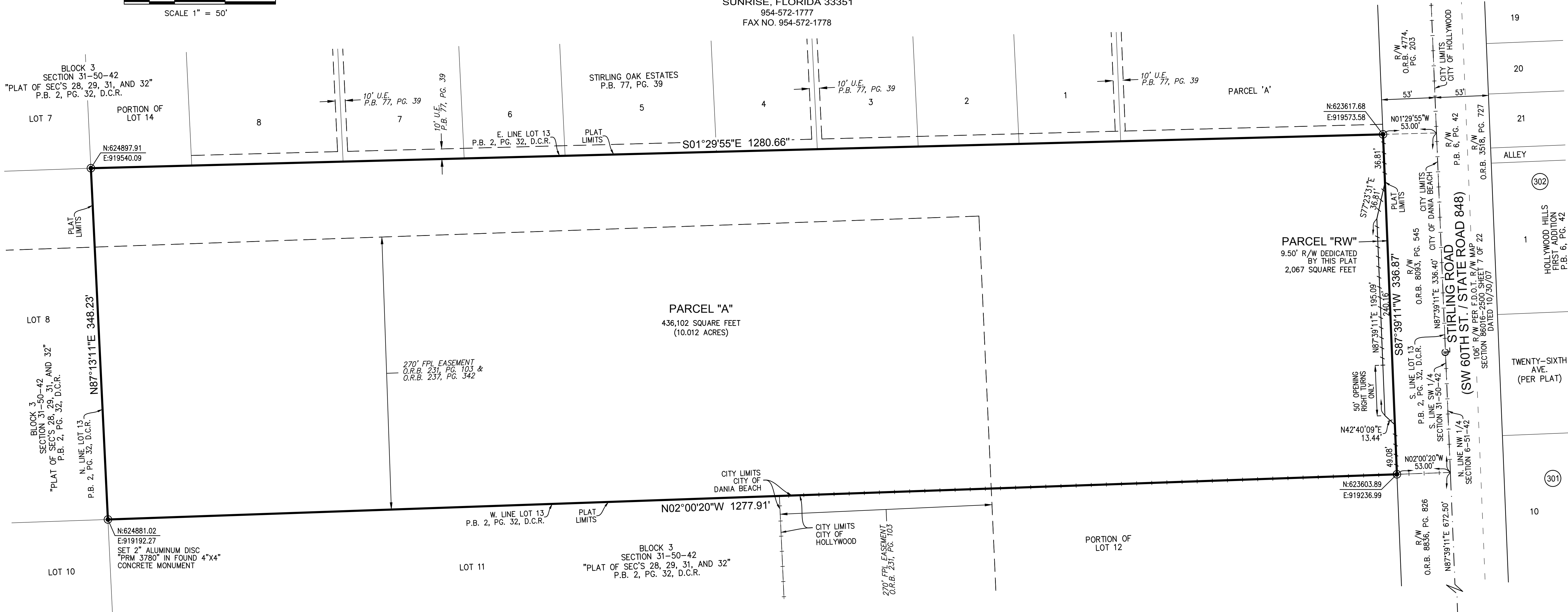
CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER	PLATTING SURVEYOR

KOOSH LIVING

A REPLAT OF A PORTION OF LOT 13, BLOCK 3, "PLAT OF SEC'S 28, 29, 31 AND 32" (P.B. 2, PG. 32, D.C.R.)
IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778



SURVEYOR'S NOTES:

- THIS PLAT IS RESTRICTED 199 MID-RISE UNITS, 32 TOWNHOUSE UNITS, 13,500 SQUARE FEET OF COMMERCIAL USE, AND 3,200 SQUARE FEET OF OFFICE USE.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- GRID BEARINGS AND STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO "KEITH & SCHNARS, P.A. RESURVEY OF SECTIONS 1 THRU 30 TOWNSHIP 51 SOUTH, RANGE 41 EAST BROWARD COUNTY FLORIDA", AS RECORDED IN MISCELLANEOUS PLAT BOOK 6, PAGE 19, BROWARD COUNTY RECORDS, AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARINGS SHOWN HEREON ARE BASED ON A LINE BETWEEN THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF SECTION 1-51-41 BEING N87°57'20"E.
- ALL RECORDED DOCUMENTS DEPICTED HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY UNLESS OTHERWISE NOTED.

- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LEGEND AND ABBREVIATIONS:

- = P.R.M. (SET 4"x4"x24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC STAMPED "PRM LB 3870" UNLESS OTHERWISE NOTED)
- ⊕ = CENTERLINE
- = NON-VEHICULAR ACCESS LINE
- N:654321.89 = STATE PLANE COORDINATE - NORTHING
- E:954321.89 = STATE PLANE COORDINATE - EASTING
- D.C.R. = DADE COUNTY RECORDS
- FPL = FLORIDA POWER & LIGHT COMPANY
- I.D. = IDENTIFICATION
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT-OF-WAY
- U.E. = UTILITY EASEMENT

RANGE 42 EAST
RANGE 41 EAST
SW 40TH AVE.

N:623603.89
E:919236.99

NW CORNER
SECTION 1-51-41
FOUND NAIL &
DISK NO I.D.
N:623335.0222
E:913290.2072

PLAT NO.: ____-MP-21

PL-058-21: PLAT

APPLICANT:
3851 STIRLING
HOLDINGS LLLP

PROPERTY ADDRESS
3851 STIRLING ROAD

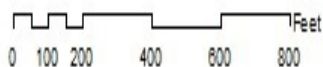
**PROPOSED ZONING DISTRICT
PLANNED RESIDENTIAL
DEVELOPMENT DISTRICT
(PRD-1)**

Legend

- 1000' DISTANCE SEPARATION
SUBJECT PROPERTY



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.





PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778

surveys@pulicelandsurveyors.com



July 22, 2021

Ms. Corinne Lajoie, AICP
Assistant Director
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: "KOOSH LIVING" PLAT – 3851 STIRLING ROAD

Dear Ms. Lajoie,

Enclosed please find an application package for the above-referenced Plat, as part of the proposed improvement of a parcel further identified with Folio No. 504231010740. The site currently is occupied by powerlines and poles on the northwest half of the property. The applicant is considering to work around this condition and proposes to construct a six-story mixed use building plus five additional two-story townhouse buildings and some private sports amenities. Site Plan application is being submitted concurrently. The subject property is zoned E-1 (Single-Family Estate Residential) and in order to accommodate this new project, the applicant is proposing to rezone to PRD-1 (Planned Residential Development).

Within this package you will find:

1. Completed application, signed & notarized.
2. Check in the amount of \$3,503.00, with fee calculation attached to the application.
3. Copy of Warranty Deed.
4. Proof of Property Taxes paid for the year 2020.
5. One (1) 24"x36" copy of the Plat.
6. One (1) 24"x36" signed and sealed Survey, attached to the Plat.
7. One (1) additional copy of Plat & Survey in size 11"x17" for your file.
8. One (1) copy of the latest Site Plan, for reference.
9. One (1) CD containing all of the above information.

Please review and kindly place us on the Agenda for the August 5th DRC meeting. Please note that we are planning to submit the application to Broward County in the next few days to be reviewed simultaneously. A copy of the recorded plat will be provided to the City.

As always, I look forward to work with you and appreciate your time and assistance.

Thank you,
PULICE LAND SURVEYORS, INC.

Elizabeth Tsouroukdissian
Platting Assistant
(encl.)



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778
surveys@pulicelandsurveyors.com



December 20, 2021

Mr. Richard Lorber, AICP
Planning & Zoning Manager
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: "KOOSH LIVING" PLAT – Application No. PL-058-21

Dear Mr. Lorber,

Please accept this letter in response to all comments issued for the above-referenced Plat by the Development Review Committee and discussed in the August 12th meeting. We have reproduced each item with our response *in italic* for your convenience. The complete development project entails additional Site Plan and Rezoning applications, which are also under review. The subject property is a vacant lot located at 3851 Stirling Road and the applicant is proposing to construct a mixed-use residential development.

ZONING – General Issues

Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. Comments are provided below. **Tier 1 Comments that MUST be addressed prior to scheduling for public hearing are listed in bold lettering.** Other comments are to be addressed later or are informational. Unless otherwise stated, "Section" or "Article" refers to Sections or Articles of Chapter 28 of the City of Dania Beach City Code, which is the City of Dania Beach land development Code.

1. APPLICATION FEE: Plat application fee of \$3,503.00 has been received.

RESPONSE: *A municipal receipt has been issued for this application.*

2. USES: Permitted subject to approval of companion rezoning, flex and plat applications.

- Multifamily Housing (Mid-Rise): 199 Dwelling Units
- Multifamily Housing (Low-Rise): 34 Dwelling Units
- Retail / Shopping Center: 13,500 Square Feet
- General Office ("Workspace"): 3,200 Square Feet

RESPONSE: *The restrictive Plat Note lists 199 mid-rise units (189 studio apartments plus 10 one-bedroom apartments contained within the predominant six-story building), 32 –not 34– townhouse units (the sum of units contained within five two-story buildings), 13,500 square feet of commercial use for retail area located in the main building (facing Stirling Road), and 3,200 square feet of office use for proposed workspace for residents. A gym, tennis and basketball courts, a dog park and pool are ancillary uses shown on the Site Plan but not depicted on the Plat.*

3. Revise Plat Note to remove erroneously included place of worship use.

RESPONSE: *Place of Worship was been deleted from the Plat Note.*

4. BROWARD COUNTY: The applicant shall submit proof of plat submittal to the Broward County Development Management Division for concurrent processing.

RESPONSE: *An application to the County will be submitted shortly.*

5. NEIGHBORHOOD OUTREACH: The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advice of this property. Please provide acknowledgement and/or documentation of any public outreach.

RESPONSE: *The developer, assisted by Mr. Rod Feiner, who is the acting attorney for the Rezoning petition associated with this project, have held several public meetings as part of the Site Plan associated with this Plat.*

6. DRAFT RESOLUTION: Please e-mail draft Site Plan and Plat combined approval resolution and legal description, prepared by an attorney, for development approval in word format to rlorber@daniabeachfl.gov four (4) weeks prior to public hearing.

RESPONSE: *Mr. Feiner will prepare the combined Resolution.*

7. CODE VIOLATIONS OR LIENS: Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.

RESPONSE: *Understood; prior to be scheduled on a City Commission Agenda we will ensure that a search is conducted and the property will be cleared if anything is found.*

8. POSTED NOTICE: Per Article 610, the applicant must obtain and post property signs in accordance with the City requirements. Staff will provide the language and format prior to the public hearing date; the applicant will fabricate the sign and install. See guidelines at the end of this document.

RESPONSE: *Acknowledged; signs will be posted as required to advertise that the project will be on a public hearing once we have a set date for such.*

9. MAILED NOTICE: In order to comply with the provisions of Section 610-30(D), the applicant must provide mailing list and labels for property owners within 1000' of the development site to Community Development at least 30 days prior to public hearing; information must be no older than 60 days. The City will prepare and mail the notices

RESPONSE: *Acknowledged; mailing list and labels will be provided as required.*

10. LATEST REVISED PLANS: Applicant must provide the latest revised set of plans on disk prior to going to public hearing.

RESPONSE: *We will provide the Community Development Department with an electronic copy of the Plat once we are ready for City Commission consideration.*

NOTES:

- **Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.**
- **Continuous and on-going site inspections will be conducted by staff throughout the entire building process.**

RESPONSE: *Understood.*

FIRE – General Issues

1. Plat plan review not applicable to Fire.

NOTE: Submit a Site Plan along with all documentations under a separate permit.

RESPONSE: *Please refer to Site Plan application No. SP-056-21*

ENGINEERING/CIVIL – Civil Review

PLAT Sheet 2: There is an FPL easement with numerous power lines and towers crisscrossing the proposed site plan. Restrictions imposed by FPL easement agreement must be considered and approved by FPL. Include all easement agreements and restrictions with this application. The 2-story townhomes are too close to the overhead wires and also access for FPL's maintenance and repair vehicles does not look adequate. Need to have reviews and approvals from FPL and any other easement owners. Also what are the current zoning restrictions?

RESPONSE: *We will discuss this matter with the developer and the Site Plan team.*

This concludes or responses to comments issued for the Plat portion of this project. Please reach out to us if you have any questions or need any additional information.

Thank you,
PULICE LAND SURVEYORS, INC.



Elizabeth Tsouroukdissian
Platting Assistant

Prepared by:

ROD A. FEINER
Coker & Feiner
1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840
Telephone: (954) 761-3636

Property Appraisers Parcel ID
(Folio) No.: 504231010740

STATUTORY WARRANTY DEED

THIS INDENTURE, made this 30th day of November, 2020, by Arych Zev Sipper, as Trustee of the 3851 Stirling Road Land Trust , party of the first part, and, 3851 Stirling Holdings LLLP, a Florida limited liability limited partnership, whose post office address is: c/o Coker & Feiner, 1404 South Andrews Ave., Ft. Lauderdale, FL 33316, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, her heirs and assigns forever, the following describe land to wit:

Lot 13, Block 3, Plat of Sec's 28, 29, 31 and 32, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 32, of the Public Records of Miami-Dade County, Florida, Less that portion lying 53.00 feet of the South line of Section 31, Township 50 South, Range 42 East; said lands lying and situate in Broward County Florida.

and the said party of the first part does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT TO:

- 1) Zoning and/or restrictions and prohibitions imposed by governmental authority;
- 2) Restrictions, Easements, Covenants and other matters appearing on the plat, common to the subdivision and/or recorded in the Public Records, none of which are hereby reimposed; and
- 3) Taxes for the year 2021 and subsequent years, not yet due and payable;

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part that the party of the first part is lawfully seized of the land in fee simple, that the party of the first part has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

3851 Stirling Road Land Trust

Signature

Printed Name

Signature

Printed Name

By:

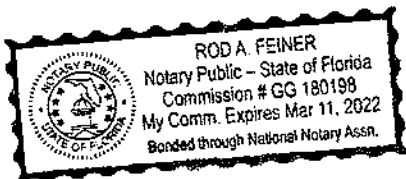
Aryeh Zev Sipper, Trustee

Post Office Address

STATE OF FLORIDA :
: SS.
COUNTY OF DADE :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of November 2020, by Aryeh Zev Sipper, as Trustee of the 3851 Stirling Road Land Trust, ☐ who is personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

Signature of Notary Public



Print, type or stamp name of Notary and Commission No.



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.: _____

(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): 13 Block: 3 Subdivision: "Plat of Sec's 28, 29, 31 and 32" (P.B. 2, Pg. 32)

Recorded Plat Name: _____

Folio Number(s): 504231010740 Legal Description: ATTACHED

Applicant/Consultant/Legal Representative (circle one) PULICE LAND SURVEYORS, INC.

Address of Applicant: 5381 Nob Hill Road, FL 33351

Business Telephone: (954) 572-1777 Home: ---- Fax: (954) 572-1778

E-mail address: elizabeth@pulicelandsurveyors.com

Name of Property Owner: 3851 STIRLING HOLDINGS, LLLP

Address of Property Owner: 1404 S. Andrews Avenue, Fort Lauderdale, FL 33316

Business Telephone: (954) 761-3636 Home: ---- Fax: ----

Explanation of Request: "KOOSH LIVING" PLAT

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: 10.06 ac. Gross Acreage: ---- Prop. Square Footage: 438,120 sq.ft.

Existing Use: VACANT Proposed Use: Mixed-Use (multi-family/retail)

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

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 PULICE LAND SURVEYORS, INC. (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*)

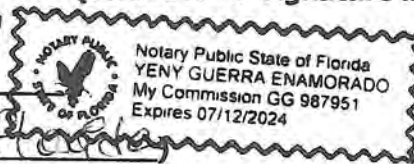
BEFORE ME THIS 8 DAY OF July, 2021

By:

Sharon Sharaby
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known _____ or Produced Identification X DL: S610-781-75-294-0

Type of identification produced: _____ or Drivers License X

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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

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; PROVIDING FOR CODIFICATION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

CM TX-029-22 Mural Parking fee Ttext Amendment 2nd Reading, O-2022-020 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 24, 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. (SECOND READING).

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou,
email=csosa@daniasbeachfl.gov, c=US
Date: 2022.05.13 09:16:37 -0400

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development,
email=clajoie@daniasbeachfl.gov, c=US
Date: 2022.05.11 09:38:15 -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.

CITY COMMISSON PREVIOUS ACTION

On May 10, 2022, the City Commission voted to approve this ordinance on first reading.

Recommendation

Approve the ordinance on second and final 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 May 24, 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*)

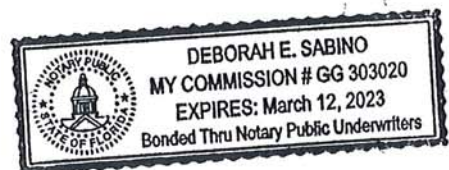
BEFORE ME THIS 16th DAY OF March, 20 22

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.

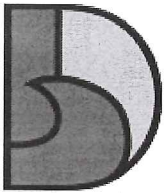
***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

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.



SEA IT. LIVE IT. LOVE IT.

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
RISE - Respect, Integrity, Standard of Excellence

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

From: 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 <cwarren@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
Thursday, May 12, 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
Thursday, May 12, 2022**

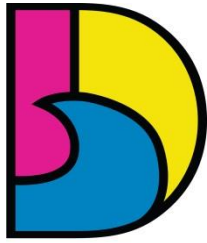
Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
		November 2018 through November 2022	Odman
		November 2020 through November 2024	Davis
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 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



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 24, 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: Appointment of the Public Art Advisory Board.

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=c.sosa@danibeachfl.gov, c=US
Date: 2022.05.27 14:38:49 -0400

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou=City of Dania Beach, email=e.norena@danibeachfl.gov, c=US
Date: 2022.05.16 11:58:25 -0400

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=c.lajoie@danibeachfl.gov, c=US
Date: 2022.05.16 11:16:45 -0400

Request

Community Development Department is recommending the appointment of the seven (7) member Public Art Advisory Board (PAAB).

Background

On April 26, 2022, the City Commission adopted a text amendment establishing the PAAB with membership qualifications. Community Development, with the assistance from Cultural Planning Group, Inc., the City's Public Art Consultant, the applications received were reviewed to confirm compliance with the membership qualifications identified in the City's Public Art Plan and in the Land Development Code provisions establishing the Board.

A total of twelve (12) applications were received, which are listed below.

NAME	OCCUPATION	RESIDENCY	OTHER
Lilli Schipper	Real Estate Agent	Dania Beach	CACAB, Broward Co. Arts, Sofar Sounds
Joanna Granett	Legal Assistant	Dania Beach	CACAB, Pres. of Dania Beach Historical Society
Jorge Fallad	Manufacturer of ornamental pieces	Dania Beach	Iron, wood, silver, gold art work
Kyla Holmes	Student, Community Volunteer	Dania Beach	Youth Advisory Council, Kreation Station Kids Art Program @ CW Thomas Park
Meaghan Kent	Curator of Exhibitions	Hollywood	City of Hlwd Artwork Selection Committee, Brow. Co. Public Art Selection Committee,

Lloyd Goradesky	Professional Artist	Hollywood	Has and is currently serving on several Art Boards
Sal Skinner	Artist/Educator	Hollywood	Art Educator, grant writer. Collector tour leader at Art Basel, art adjudicator
Charles Michelson	Architect	Plantation	Art collector, Morikami Museum Board
Nicole Stodard	Theater Artist (Director/Designer)	Ft. Lauderdale	Thinking Cap Theater, Event planning, grant writing, MA in theater,
Marc Aptakin	Advertising, Marketing	Ft. Lauderdale	Gallery Owner, Curator
Kelly Sharaby	Design Coordinator	Ft. Lauderdale	Watch designer, interior design, assisted in temp. instillation of art work
Louise Irvine	Museum Director and Curator	Miami Beach	Managed art galleries, created exhibitions, published books, lectured

PUBLIC ART ADVISORY BOARD (PAAB) MEMBERSHIP

The City's Land Development Code (LDC) identifies the composition of the PAAB as followings:

- Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.
- Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board (CACAB).

NEXT STEPS

Moving forward the next steps for the development of the City's PAAB are listed below:

1. Board Members to be chosen by the City Commission.
2. Poll Board Members to confirm their availability to attend the first PAAB meeting currently scheduled for June 9, 2022 at City Hall.
3. Board Members will be sent onboarding materials prior to June meeting.
4. June meeting agenda:
 - a. Overview of roles/responsibilities
 - b. Public Art Presentation: Origins and Definitions of US Public Art Programs; approaches to Public Art; Possibilities for Dania Beach

- c. Recommended next steps for public art projects. (Per our discussion about a call for creative projects)
- d. Decision on meeting schedule.

Budgetary Impact

No budgetary impacts at this time.

Recommendation

Appoint seven (7) members of the Public Art Advisory Board to include four (4) board members with knowledge on the arts or an art related field, and three (3) board members (2 of whom may be selected from the formally active CACAB) who are residents of the City with start interest or knowledge of the visual arts.



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Lilli Schipper
Home Address: 716 SE 3rd Ct, Dania Beach, FL 33004
Cell Phone: 954-347-7402
Phone: 954-347-7402
Email: lillirachel@me.com

What is your occupation? Real estate agent

Business Name: Lilli Schipper at LoKation Real Estate
Business Address: 1946 Tyler St, Hollywood, FL 33020
Business Phone: 954.347.7402

Are you a resident of Dania Beach?
☒ Yes
☐ No

Are you a resident of Broward County?
☒ Yes
☐ No

If yes, how long have you lived:
In Dania Beach? 17 In Broward County? 41 years

Do you own a business in the City of Dania Beach? Yes/No
Office address is Hollywood, My legal entity Lilli Schipper, PA is in Dania

Name of Business:

Are you a registered FL voter?
☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?
☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.
I was previously on the Dania Beach Creative Arts Council (up until it got disbanded for this board to come in).
I was on it from 2018/2019 to 2022



Public Art Advisory Board Application

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100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I am actively involved in the arts in Broward County. 1, I was on the Dania Beach Creative Arts Council, 2, I am a member of the Fort Lauderdale Sofar Sounds team (I recently helped have the first ever sofar sounds show in Dania Beach), 3, I sponsor Shamrock Comedy Club at the Field.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I have lived in this area for 41 years (born/raised in Hollywood Lakes) and have always thought Dania Beach was something so special. I love this city, which is why I support a lot of the local events. I go to Dania After Dark, I support events at Zen Mystery, I go to Dania Pointe often, I eat at Dania Beach restaurants at least once a week, and so I am a member of the Dania Beach Chamber and with all of the people moving to the area, we could

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Designed via SeamlessDocu.com
Lilli Rachel Schipper
Key: 874b7ed105b4c31bb07e0020f3450d0c

Signature: _____

Print Name: _____



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: joanna Granett
Home Address: 450 SE 7TH STREET, #251., DANIA BEACH, FL 33004
Cell Phone: 954 483 7055
Phone:
Email: JGRANETT1@GMAIL.COM

What is your occupation? Legal Assistant / President DB Historical Society

Business Name: Tripp Scott PA.
Business Address: 110 SE 6th Street; 15th Floor, Fort Lauderdale
Business Phone: 954 525 7500

Are you a resident of Dania Beach?

☒ Yes
☐ No

Are you a resident of Broward County?

☒ Yes
☐ No

If yes, how long have you lived:

In Dania Beach? 19 years

In Broward County?

Do you own a business in the City of Dania Beach? Yes/No

Serve as President: DB Historical Society & Museum

Name of Business:

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

CACAB - Served 2021 - CACAB Sunsetting 2022
DB Green Advisory Board - Feb 2021-present



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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.
being aware of Dania Beach projects, activities and the City's involvement to always better the City.
being active in the preservation of the City's History, which includes public art to showcase its history

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

Being a Dania Beach resident, and the President of the DB Historical Society, I am very interested in being a part of the public arts that I feel will play a vital role in the city's history in the future.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.
I served on the Board of Creative Arts Counsel Board

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlessDocx.com
Joanna Granett
Key: 074b7e0105b4c31bb07e0920f34900f2

Signature: _____

Print Name: Joanna Granett



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Jorge M. Fallad
Home Address: 107 NE 1st. Ave. Dania Beach, FL 33004
Cell Phone: 786-489-5020
Phone: 954-929-9982
Email: jorgefallad@comcast.net

What is your occupation? Manufacturing ornamental pieces (Iron, wood

Business Name: OHD, Inc
Business Address: 102 N. Federal Hwy. Dania Beach, FL 33004
Business Phone: 954-929-9982

Are you a resident of Dania Beach?
☒ Yes
☐ No

Are you a resident of Broward County?
☒ Yes
☐ No

If yes, how long have you lived:
In Dania Beach? about 20Years In Broward County? same

Do you own a business in the City of Dania Beach? Yes/No
OHD, Inc

Name of Business: _____

Are you a registered FL voter?
☐ Yes ☒ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?
☐ Yes ☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.
No, I do not.



Public Art Advisory Board Application

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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I been working with artistic & ornamental designs in W. Iron, wood and stone for at least 17 years.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I been a resident of Dania Beach for many years and in a very small part I have been contributing on the transformation of the city.

So, if I can... I like to be part of the future of the city as well.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

BESIDES, ORNAMENTAL & ARTISTIC WORK

I WAS INVOLVED IN THE DESIGNING OF SILVER & GOLD JEWELRY SOME YEARS AGO.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via www.SignItNow.com
Jorge M. Fallad
KoF: 074b7e0105b4c31bb07ed020f34900fc

Signature: _____

Print Name: _____

Jorge M. Fallad



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Kyla Holmes
Home Address: 43 SE 12th Street, Dania Beach, FL 33004
Cell Phone: 754-802-4217
Phone: _____
Email: Kyla.Animates@gmail.com
What is your occupation? Student + Community Volunteer
Business Name: _____
Business Address: _____
Business Phone: _____

Are you a resident of Dania Beach?

☒ Yes

☐ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? 15 Years

In Broward County? 15 years

Do you own a business in the City of Dania Beach? Yes/No

Name of Business: _____

Are you a registered FL voter?

☐ Yes ☒ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

I am the Vice Chair for the Youth Advisory Council for the City of Dania Beach. I also helped spearhead the Kreation Station Kids Art Summer Program at C.W. Thomas Park.



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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

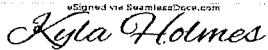
I have served on the Youth Advisory Council since inception in 2019 and have attended many Commission meetings and other Advisory meetings. I am familiar with Sunshine Law and understand the importance of Advisory Councils are to a governing body.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I am young and eager to work along side like-minded mentors. I have always loved to be creative and drawing is one of my passions. To work amongst other artist and learn and see different art mediums would add a beneficial experience to my career goals. I am currently enrolled in Digital Design courses at my Magnet High School and am planning a career in digital animation and 3D art.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.
I am proficient in Microsoft Suites and Adobe Suites.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlessDoc.com

Key: 074b7e0105b4c31bb07e0920f34f09f

Signature: _____

Print Name: _____

Kyla Holmes



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Meaghan Kent
Home Address: 2030 Sweetbay Way Hollywood Florida 33019
Cell Phone: 917-575-0664
Phone:
Email: meaghankent76@gmail.com

What is your occupation? Curator of Exhibitions

Business Name: Art and Culture Center/Hollywood

Business Address: 954-921-3274

Business Phone:

Are you a resident of Dania Beach?

☐ Yes

☒ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach?

In Broward County?

1 year

Do you own a business in the City of Dania Beach? Yes/No

N/A

Name of Business:

Are you a registered FL voter?

☒ Yes

☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☐ Yes

☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

I am the Vice-Chair of The City of Hollywood Artwork Selection Committee. I also serve as a member of the Public Art Selection Committee for the Broward Cultural Division for a site-specific project in Fort Lauderdale.



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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

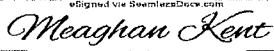
I have 20 years of experience assisting artists with art production. I currently work as the Curator of Exhibitions at the Art and Culture Center/Hollywood. I have juried numerous exhibitions and projects including the South Florida Consortium, Oolite Artists Residency Program, and the Public Art for Broward Cultural Division. I am the Vice-Chair of The City of Hollywood Artwork Selection Committee. I am the Founder of Site95, a non-profit organization that holds exhibitions in available spaces. As the Director, I developed numerous outdoor public projects.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I have been working in Hollywood for the past three years and moved here last year. I have developed a deep connection with the area and would like to lend my expertise to the artistic development of this incredible community.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.
I have a MA in Art History and have worked in the Contemporary Art field for over 20 years.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlessDoc.com

Key: 074b7e0105b4c31bb07e0920f34000f2

Signature: _____

Print Name: _____

Meaghan Kent



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Lloyd Goradesky
Home Address: 1112 North 13th Avenue Hollywood, FL 33019
Cell Phone: 305-915-2691
Phone: 305-915-2691
Email: Lloyd@LloydSite.com

What is your occupation? Professional Artist with a focus on Public Art

Business Name: Innovative Public Art Group LLC, LloydSite and Let
Business Address: 1112 North 13th Court Hollywood, FL 33019
Business Phone: 305-915-2691

Are you a resident of Dania Beach?

☐ Yes
☒ No

Are you a resident of Broward County?

☒ Yes
☐ No

If yes, how long have you lived:

In Dania Beach? In Broward County? 15 years

Do you own a business in the City of Dania Beach? Yes/No
no

Name of Business:

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

As a professional artist I have been involved in many organizations beginning in 1996 to now. I have worked on art boards that have been required to make some of the difficult vetting decisions and placement of monies, in the cities of Miami, Miami Beach, Dade, Broward and Palm Beach counties. I enjoy the process. I am one of three Americans that were chosen to help to set up and establish the Love the Everglades Movement with Houston Cypress.



Public Art Advisory Board Application

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☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

My qualifications and background in business administration and managing large public art projects; decades of experience working with art organizations, non profits, environmental groups, city officials, and engineers, etc have given me a strong foundation in this area of advisory.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

My passion for my community and love for public art, elevates the mind set and attitudes of all residents and visitors. My visionary outlook and artistic spirit bring the qualities needed for a well-rounded committee.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Member of the Trade Show of Public Professional Artists; Life is Art Board 2017-2019; Weiner Museum of Decorative Arts, Voluntary Adviser & Instructor, 2018; Artists in Residence in Everglades Board 2016-2017; Education for Tomorrow Advisory 2016-2017; WiseTribe Elder 2016-2017; Love The Everglades Movement Board 2012-2017; Miccosukee Advisory Board 2011-2014.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signed via SeamlessDoc.com
Lloyd Goradesky
Key: 074b7e0105b4c31bb07e0920f34009f

Signature: _____

Print Name: _____

Lloyd Goradesky



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Sal Sidner
Home Address: 1520 McKinley St Apt 218E, Hollywood FL 33020
Cell Phone: 7862908167
Phone: _____
Email: Salsidner@gmail.com
What is your occupation? Artist/Educator

Business Name: _____
Business Address: _____
Business Phone: _____

Are you a resident of Dania Beach?
☐ Yes
☒ No

Are you a resident of Broward County?
☒ Yes
☐ No

If yes, how long have you lived:
In Dania Beach? _____ In Broward County? 3 years

Do you own a business in the City of Dania Beach? Yes/No
No

Name of Business: _____

Are you a registered FL voter?
☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?
☐ Yes ☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.
No



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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

18 years Art Educator MDCPS, 3 Years art educator and grant writer Heart to Heart program at MOCA-NOMI serving differently abled high school children. 40 years practicing artist, 15 artist in residencies in Asia, Europe and USA. UBS collector tour leader at Art Basel Miami Beach. Attended every Art Basel MB since inception and 20 Venice Biennale's. Exhibited at Florence Biennale, Italy, Everywoman Biennale Nyc, solo booth at ARTEexpo NYC and Spectrum Miami. Art adjudicator for MDCPS exhibitions and Fairchild Challenge. Former Vice President Miami Watercolor Society. Numerou

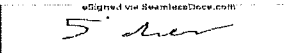
Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I would like to see Dania Beach build a cohesive city identity with cutting edge public art that is related to history, flora and fauna, environment, residents and contemporary art.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

M.Ed, Ed.S in Education, UF, BA University of Bristol UK. Masters studies NYU in Venice Italy, accademia delle belle arte Florence Italy.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.


Key: 674b7e0105b4c31bb07e0920f34009c

Signature:

Sal Sidner

Print Name:



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Charles A. Michelson, AIA

Name: _____
Home Address: 10441 NW 2nd Court, Plantation, FL 33324
Cell Phone: 954-830-8026
Phone: 954-266-2700
Email: cmichelson@saltzmichelson.com

What is your occupation? Architect
Business Name: Saltz Michelson Architects, Inc.
Business Address: 3501 Griffin Road, Fort Lauderdale, FL
Business Phone: 954-266-2700

Are you a resident of Dania Beach?

☐ Yes

☒ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? _____

In Broward County? 30

Do you own a business in the City of Dania Beach? Yes/No

Saltz Michelson Architects, Inc.

Name of Business: _____

Are you a registered FL voter?

☒ Yes

☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☒ Yes

☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

City of Plantation Planning & Zoning Board, 2017-2020

Broward County Small Business Development Advisory Board, 2021-present



Public Art Advisory Board Application

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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

Personally, I am an art collector. I sat on the Board of Directors for the Morikami Museum (2015 - 2017) and have reviewed art presentations for the "Art in Public Places" program for several of our public projects.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

Participate in and improve the quality of community design and quality of life through art and architecture.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Florida Licensed Architect, AR0009976
Masters Degree in Urban and Regional Planning

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlessDoc.com
Charles A. Michelson
Key: 074b7e0105b4c31bb07e0920f34909fc

Signature: _____

Print Name: _____

Charles A. Michelson, AIA



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Nicole Stodard
Home Address: 1636 NE 5th Court
Cell Phone: 8132201546
Phone:
Email: nicole@thinkingcaptheatre.org

What is your occupation? Theatre Artist (Director/Designer), Author,

Business Name: Thinking Cap Theatre, Barry University, and Nova

Business Address: 481 S Federal Highway

Business Phone: 9546107263

Are you a resident of Dania Beach?

☐ Yes

☒ No

Are you a resident of Broward County?

☒ Yes

☐ No

If yes, how long have you lived:

In Dania Beach? _____

In Broward County? 12 years

Do you own a business in the City of Dania Beach? Yes/No

Thinking Cap Theatre

Name of Business: _____

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☐ Yes ☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

No; however, I have actively participated in Thinking Cap Theatre's board as President.



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☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I have work professionally as an interdisciplinary theatre artist since 2010. I am the founding artistic director of a professional 501c3 theatre with extensive experience in programming, event planning, grant writing, and cross-sector collaboration and partnering. As an arts leader and artist, I am passionate about diversity, equity, inclusion, and access.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

The arts organization that I lead has recently taken residence in Dania Beach, and we are excited to participate in the rejuvenation of the city, particularly the cultivation of a diverse, thriving arts district.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

I hold a MA in Theatre from Trinity College Dublin, a PhD in English from the University of South Florida, and I have authored a book on the history of gender inequity in professional theatre; it is currently under contract Routledge. I am a member of the professional union, the Stage Directors and Choreographers Society. I work across sectors in academia (Barry University and NSU) and in professional theatre.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlaceDocu.com
Nicole Elizabeth Stodard
Key: 874b7c3105b4c31bb07e0926f34909f2

Signature: _____

Print Name: Nicole Elizabeth Stodard, PhD



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Marc Aptakin
Home Address: 2390 SW 29th Way, Fort Lauderdale, FL 33312
Cell Phone: 305-807-8060
Phone:
Email: marc@yeswearemad.com

What is your occupation? Advertising / Marketing. Gallery Owner / Curator

Business Name: MAD
Business Address: 481 S. Federal Highway, Dania Beach, FL 33004
Business Phone:

Are you a resident of Dania Beach?

☐ Yes
☒ No

Are you a resident of Broward County?

☒ Yes
☐ No

If yes, how long have you lived:

In Dania Beach? In Broward County? 21 years

Do you own a business in the City of Dania Beach? Yes/No
MAD & MAD Arts.

Name of Business:

Are you a registered FL voter?

☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☐ Yes ☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

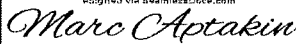
I have moved by Business here to the city of Dania. I care deeply about Art and aesthetics of the buildings here in Dania Beach.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I want to see Dania become a Arts district that Broward County is in dire need of.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

Signed via BeamlineDocu.com

Key: 074b7c0105b4c71bb07e020f4900f0c

Signature: _____

Print Name: _____

Marc Aptakin



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Kelly Sharaby
Home Address: 5310 SW 32nd Terrace Ft. Lauderdale FL 33312
Cell Phone: 305-303-6283
Phone: 305-303-6283
Email: Kelly@kooshcollection.com
What is your occupation? Design coordinator
Business Name: Koosh & Co.
Business Address: 2790 Stirling Rd.
Business Phone:

Are you a resident of Dania Beach?
☐ Yes
☒ No

Are you a resident of Broward County?
☒ Yes
☐ No

If yes, how long have you lived:
In Dania Beach? NA In Broward County? 22 years

Do you own a business in the City of Dania Beach? Yes/No
Yes Multiple commercial development properties (Griffin Living)

Name of Business:

Are you a registered FL voter?
☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?
☒ Yes ☐ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.
No.



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

NA

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

As an artist and enthusiast of all mediums of the arts I will devotedly serve the community and contribute my knowledge and understanding of all things art. Having designed a successful line of fashion watches, designed multiple interior retail spaces, assisted in temporary installations art works throughout Florida, participated in national art shows and have a overall understanding of the art community, I believe my relationships with local and international artist as well as personal experience in the art world could be a asset to our communities Art Advisory Board.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I would be honored to have an influence in the City of Dania Beach's future art endeavors. Helping to facilitate the application of art in multiple mediums throughout the city is a growing passion of mine and I want to share this with my fellow community members.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.
BFA in studio arts

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeamlessDoc.com

Key: 874b7c0105b4c31bb07ed920f34990f2

Signature:

Print Name:

Kelly Sharaby



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Contact Information:

Name: Louise Irvine
Home Address: 1800 Purdy Avenue, Miami Beach, Florida 33139
Cell Phone: 786-423-4757
Phone:
Email: louise@wmoda.com

What is your occupation? Museum Director & Curator

Business Name: Wiener Museum of Decorative Arts

Business Address: 481 South Federal Highway

Business Phone: 954-376-6690

Are you a resident of Dania Beach?

☐ Yes

☒ No

Are you a resident of Broward County?

☐ Yes

☒ No

If yes, how long have you lived:

In Dania Beach? _____

In Broward County? _____

Do you own a business in the City of Dania Beach? Yes/No

I am the director of a 501c3 not for profit Museum in Dania Beach

Name of Business: _____

Are you a registered FL voter?

☐ Yes

☒ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?

☐ Yes

☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees? If yes, please provide names and dates.

No



Public Art Advisory Board Application

City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes - I am aware of select conflicts.

If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I have been involved in promoting the arts throughout my career, originally in the UK but more recently in South Florida. I have managed an art gallery in London, created international traveling exhibitions, published books and magazines, advised collectors, and lectured extensively around the world. I have specialized in ceramic art and this expertise has expanded into contemporary American studio glass in my role as curator of WMODA, the museum of Fired Arts in Dania Beach. I write a monthly e-newsletter focusing on the decorative arts to showcase the museum activities.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board.

I am passionate about the arts and how they benefit the community. I have worked with many artists in South Florida creating exhibitions and demonstrations to engage with the public. Throughout my career, I have seen the benefits of introducing audiences of all ages to art experiences and would like to continue building a thriving artistic community in Dania Beach. I am excited about the opportunities to create synergies and collaborations.

List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

I am a Fine Arts graduate from Edinburgh University in Scotland with a post-graduate diploma in Museum Studies from Manchester University in England. I hold an O-1 visa to work in the USA because of my expertise in the decorative arts.

Please agree with the following statement: I understand the duties and responsibilities of the board(s) or committee(s) for which I am applying. By signing below, I warrant the truthfulness and accuracy of the information provided in this application.

eSigned via SeemlessDocu.com
Louise Irvine
Key: 874b7e0105b4c31bb07e6020f34500f2

Signature: _____

Print Name: _____

Louise Irvine



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 24, 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

In mid-March, we received communication from a concerned resident regarding a safety issue and a request for a stop light at the corner of NE 7th Street and NE 5th Avenue. While a stop sign existed at the location, our Public Services Deputy Director and his team assessed the situation and communicated to Broward County. On May 10th, our Team installed an LED Stop sign. We are constantly assessing and or communicating and responding to our residents in a very expeditious and successful manner.

On Thursday the 19th of May, weather permitting, the work on the bridge mural on Federal Hwy. will commence.

On Thursday, May 12th, all our Department Directors and Deputy Directors as well as key managers participated in a 4-hour visioning session with GSG consultants, our ARPA partners, as we continue with key steps in the investment of our \$16.2 million dollar award. The objective was to come up with viable timelines and accountability to ensure all moves forward in a timely manner, abiding by all reporting requirements. More information will come forward to the Commission in the near future.

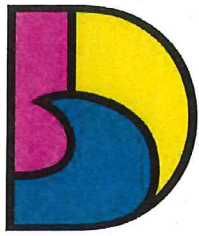
On Monday, May the 16th, I met with Jordan Hinsch from Bisnow. Bisnow could be a viable partner to assist us in casting a wider net with investors in the commercial real estate industry. I am expecting more information, including a proposal for our City to participate in future Broward and Miami Dade events and panels to promote our City. We will assess the cost versus return on the investment. Our goal is to seek, and partner with companies, publications, etc., that would benefit our City.

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.



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: May 24, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager **Candido Sosa-Cruz**

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report – April 2022 – Community Development Department

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: 2022.05.17 13:24:24 -0400

The following is a summary of Community Development Department activity during the month of April 2022.

Community Development Special Projects:

Public Art Program: On December 10, 2019, the City Commission adopted the Public Art Ordinance which established impact fees to be collected from new development for the purchase, creation and installation of public art which we are now collecting. On June 22, 2021, the City Commission approved the Public Art Program, which identifies specific locations for art installation, guidelines for acceptance of public art, and identified how the Public Art Advisory Board would function. The RFP to find a consultant to administer the Public Art Program was published on October 15, 2021. The City Commission on December 14, 2021, selected the Cultural Planning Group as our Public Art consultant. The contract was signed January, 2022. A presentation on Public Art update was made by staff at the January 25, 2022 City Commission meeting. Creation of the Public Art Advisory Board was brought to the City Commission April 2022. Appointments to the Public Art Advisory Board is anticipated in June 2022.

Water Supply Plan: Approval of the City's Water Supply Plan is critical as it identifies where the City will obtain its water supply for existing residents and businesses as well as future development. Adoption of a Water Supply Plan will bring the City into compliance with State requirements. Community Development and Public Services, as well as our consultants have been working together on this project for many months. The plan and necessary amendments were approved by the City Commission on December 14, 2021. We received the South Florida Water Management District Water Use Permit on April 5, 2022, which is valid through 2042.

Records Retention: Team members secured an off-site location to relocate department records that are required to be maintained by State Statute in preparation of the space being rehabilitated. Team members coordinated with Public Services in the relocation, the majority of which occurred in June. The Department has obtained a vendor to scan all back logged files to decrease the amount of storage space required. This work began in December 2021 but was delayed due to COVID positive cases in the department. The first

dozen boxes of files have been picked-up by the vendor to be scanned. The contract ended May 15, 2022. Community Development is exploring ways to extend this service.

RAC Land Use Amendment: On September 8, 2021, at the City Commission workshop, staff was instructed to move forward with efforts to implement a Comprehensive Plan, Land Use Amendment to request additional residential dwelling units to be assigned to the RAC Land Use category. A request to hire a consultant to assist in this process was approved by the City Commission in October 2021. A Community hybrid outreach meeting was scheduled for February 9, 2022 prior to the application going to Public hearing. The Planning and Zoning Board heard this item on February 16, 2022. The City Commission heard this item for first reading on April 26, 2022. Community Development is working with our consultant to prepare the application submittal to the County.

Planning RFQ: The Department is working with Procurement Division to publish an RFQ to create a list of Planning Firms that the Department can utilize quickly as special projects arise. Having such a list will allow the department to be more nimble and allow us to respond quickly to requests of the Department. The RFQ was published on March 7, 2022 and will close on April 4, 2022. The RFQ was approved by City Commission on May 15, 2022.

Green/Net Zero Regulations: The Department is currently obtaining written price quotes for a consultant to prepare green building regulations, that include the furtherance of the City's Net Zero pledge, as requested by the City Commission. An update as to our direction will be discussed on the February 8, 2022, City Commission meeting. Community Development secured a contract with the Spinnaker Group to work on this project. The recommendations will be brought to the City Commission this summer.

Zoning Text Amendment – Incentives: At the City Commission Workshop on January 28, 2022, the City Commission directed staff to bring forward amendments to the current development incentives that are currently available within the CRA. Staff has secured a contract with Sepi Engineering & Construction, Inc. We anticipate bringing a draft ordinance to you by spring.

Affordable Housing Study: The department has been requested to prepare an Affordable Housing Study and are in the process of obtaining written price quotes, consistent with the purchasing policy of the city, to determine if a public hearing is necessary to hire a consultant. Community Development has secured a contract with Munilytics to work on this project.

Neighborhood Signage: The Department will be engaging residents in the neighborhood located approximately between SW 24 Avenue and SW 27 Avenue, north of Griffin Road to identify an acceptable neighborhood name. This will allow us to complete the rebranding initiative that the CRA started with the installation of neighborhood rebranding signage. We have secured a contract with Integrated Perspectives, LLC. This project is anticipated to be completed by summer.

GIS Working Group: This is an inter-departmental working group lead by Community Development, which is composed of team members from Public Services, Information Technology and Community Development to address city-wide, as well as specific departmental GIS need. This group serves to train team members, share information, and assist other in completing tasks. This group meets monthly. This is ongoing, interdepartmental, function.

Building Division:

The Building Department reviewed and issued 237 building permit applications.

Building staff conducted 1,631 inspections and issued one residential certificate of occupancy was issued and two commercial certificates of completion for Regal Movie Theatre (Dania Pointe) and Tenant build-out (3524 SW 30th Avenue).

The Department collected \$417,811.49 in building permits for the month of April 2022.

Planning and Zoning Division:

Whispering Oaks – This site plan modification request is to amend the adopted Community Landscape Plans for the Whispering Oaks residential community. It is currently being reviewed by the DRC.

Dania Jai-Alai Smoker's Lounge – This site plan modification application is for a 2,000 square foot single story addition to the Dania Beach Casino. It is currently being reviewed by the DRC.

Jaxson's Assembly – This site plan application proposes a multifamily residential building containing 278 RAC dwelling units located at 101 SW 1st Street. It is currently being reviewed by the DRC.

Kings Head Pub Site – This site plan application proposes a multifamily residential building containing RAC 216 dwelling units located at 500 East Dania Beach Blvd. It is currently being reviewed by the DRC.

Dania Beach Park – This site plan application proposes a 12-story multifamily residential building containing RAC 102 dwelling units located at 46 SW 1st Avenue. It is currently being reviewed by the DRC.

Quarterdeck Food/Beverage Kiosks – This site plan application proposes three kiosks at the Quarterdeck Restaurant at Dania Beach Pier. It is currently being reviewed by the DRC.

Seagis Port 95 Building D – This site plan application proposes a new 55,000 square foot industrial warehouse located at 3410 SW 34th Court. It is currently being reviewed by the DRC.

Dania Oaks Place Phase III – This site plan and plat application proposes to develop 14 townhome units on a 1.03-acre parcel. It is currently being reviewed by the DRC.

Dania Oaks Place Phase I & II – This site plan modification is a revision to landscaping plans for earlier phases of Oaks Place which are under construction. It is currently being reviewed by the DRC.

Dania Beach Urban Apartments – This site plan application proposes a four (4) unit apartment building on a vacant lot on the SE corner of Phippen Waiters Road and SW 7th Terrace. It has been reviewed by the DRC and is scheduled for an upcoming Planning & Zoning Board meeting

Koosh Living – This application for Site Plan approval is for a 233 multi-family residential / mixed use development at 3851 Stirling Road, along with applications for rezoning, assignment of flexs and plat approval. It has been reviewed by the DRC and is scheduled for an upcoming City Commission meeting.

Masri Estates – The applicant is seeking Site Plan approval and a right-of-way vacation in order to develop five (5) single-family homes and a new roadway at 25th Way and Griffin Road. This project has been reviewed by the DRC and is being scheduled for an upcoming City Commission meeting.

Showroom Warehouse - Applicant David Gigel has applied for a Site Plan approval for a warehouse with twenty percent office space at 684 SW 7 Terrace. This project is currently being reviewed by the DRC.

Dania Plaza – This application is for Site Plan approval for a 90-room hotel proposed for 380 S. Federal Highway, along with the required application for Special Exception approval. It is being reviewed by the DRC.

Miscellaneous Zoning Activities:

- 29 – Certificate of Use applications processed
- 6 – Vacation Rental applications processed
- 150 – Zoning County Interactions
- 11 – Public Hearing Items processed

Code Enforcement Division:

The team is continuing to work with BSO to enforce violations at vacation rentals, addressing noise, parking issues, and any stay less than five (5) days.

Code is contacting the BSO Homeless Outreach when we notice homeless campsites or homeless related issues.

A total of 97 complaints were submitted into the code complaint system and were inspected by code staff.

Code has completed inspecting all businesses to educate and assure compliance of existing businesses regarding the City's ban-on plastic straw ordinance. All locations that remained in violation have been cited.

Code is continuously working with Public Services to address bulk trash issues within the City and implementing a standard operating procedure for Public Services and Community Development to help work seamlessly together.

124 bulk notices were issued in April and the City removed bulk from 37 of the 124 properties that did not comply, and invoices were mailed out.

Beach Ranger and Parking Division:

April 2022

- | | |
|-----------------------------|---------------------------|
| • Parking Citations Issued: | 1152 |
| • Parking Meter Revenue: | \$92,761 |
| • Mobile APP Revenue: | \$96,138 (Paybyphone APP) |

Total Revenue:	\$188,899
-----------------------	------------------

- Effective April 1st, the City parking rate increased from \$2.00 to \$3.00 per hour. The resident annual parking rate will remain the same.

- Staff reported 24 violations at the beach including safety issues and graffiti.
- Turtle friendly lighting inspections are being conducted nightly to make sure the City is compliant with State, County, and City Regulations.
- In collaboration with the Planning Division and Public Services Department, we are evaluating and developing a sign program for the beach.
- Staff continues to patrol downtown City Center and active construction sites for parking violations.

Oak Hammock Tree Protection Overlay District:

- See attached Summary Report

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

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
September '20	2	2	0	1	0	0	0	0	0
October '20	0	0	0	0	0	0	0	0	0
November '20	3	3	0	1	1	\$1,500	0	0	0
December '20	2	2	0	1	1	\$1,000	0	0	0
2020 Subtotal	7	7	0	3	2	\$2,500.00	0	0	0
January '21	1	1	0	1	0	0	0	0	0
February '21	1	1	0	1	0	0	0	0	0
March '21	2	1	1	0	0	0	0	0	0
April '21	0	0	0	0	0	0	0	0	1
May '21	0	0	0	0	0	0	0	0	1
June '21	0	0	0	0	0	0	0	0	0
July '21	1	1	0	0	0	0	0	0	1
August '21	0	0	0	0	0	0	0	0	0
September '21	0	0	0	1	0	0	0	0	0
October '21	0	0	0	0	0	0	0	0	0
November '21	0	0	0	0	0	0	0	0	0
December '21	0	0	0	1	0	0	0	0	1
2021 Subtotal	5	4	1	4	0	0	0	0	4

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

MONTH	Total # Trees Removed	# House Bill Removals	# City Permitted Removals	# Complaints	# Citations or Violations	Fines or mitigation Assessed	Fines or mitigation Paid	# Replacement Trees Provided	# Other Regulated Activities
January '22	0	0	0	0	0	0	0	0	0
February '22	0	0	0	0	1	0	0	0	1
March '22	0	0	2	0	0	0	0	0	0
April '22	0	0	0	0	0	0	0	0	0
2022 Subtotal	0	0	2	0	1	0	0	0	1
GRAND TOTAL	12	11	3	7	3	\$2,500.00	0	0	5

Note: Table includes actions documented in the final 4 months of 2020 once "zoning in progress" began

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

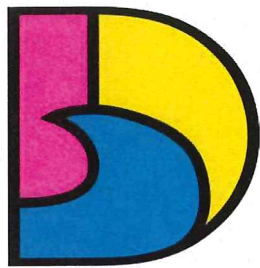
ANNUAL SUMMARY REPORT

Summary of Activities/Incidents

1. 8/25/20 – Zoning in progress resolution (R-2020-094) approved by City Commission (START OF TRACKING)
2. 9/5/20 – Unpermitted removal of 2 specimen sized live oak trees at 5861 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
3. 11/25/20 – Unpermitted removal of 3 specimen sized live oak trees at 5901 SW 36TH Terrace (3 X HOUSE BILL REMOVALS – City did not agree with report)
4. 12/28/20 – Unpermitted removal of 2 more specimen sized live oak trees at 5901 SW 36TH Terrace (2 X HOUSE BILL REMOVALS – City did not agree with report)
5. 1/24/21 – Unpermitted removal of 1 specimen sized live oak tree at 5870 SW 37TH Avenue (1 X HOUSE BILL REMOVAL – City agreed with report)
6. 1/26/21 – Article 826 – Tree Protection Overlay District ordinance adopted
7. 2/16/21 – Unpermitted removal of 1 specimen sized live oak tree at 5961 SW 37TH Ave (1 X HOUSE BILL REMOVAL – City agreed with report)
8. 3/4/21 – Permitted removal of 1 foxtail palm tree at 5830 SW 37TH Avenue
9. 3/6/21 – Unpermitted removal of 1 specimen sized live oak at 5720 SW 37TH Terrace (1 X HOUSE BILL REMOVAL – City agreed with report)
10. 4/25/21 – Pruning advance notice received for 5910 SW 37TH Ave
11. 5/25/21 – Driveway repaving at 5861 SW 36TH Terrace (prior House Bill Removal – grandfathered – see item 2 above). Added to Overlay Summary because site does not meet minimum overlay district landscape standards even though no landscape alterations occurred.
12. 7/16/21 – General license request to remove specimen tree denied. Tree removed using house bill (1 X HOUSE BILL REMOVAL – City did not agree with report)
13. 9/15/21 – Complaint alleging excessive root impacts at 5940 SW 37TH Ave
14. 12/13/21 – Complaint investigation at 5930 SW 36TH Terrace
15. 12/20/21 – Tree removal coordination w/new owner of 5720 SW 37TH Terrace.
16. 2/25/2022 – Tree removal permit application submitted for 5981 SW 37TH Terrace. Evaluation in progress.
17. 2/26/2022 – Citation/Violation at 5840 SW 37 Ave for trimming without permit/providing notice. Violation later rescinded due to all actual trimming activities being acceptable under Article 826

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

18. 3/30/2022 – approval for removal of 2 hazard trees and hazard mitigation pruning of a 3rd tree at 5981 SW 37 Terr – no mitigation due to remaining trees exceeding code requirements.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: May 16, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=candido.sosa-cruz@danibeach.com, c=US
Date: 2022.05.17 13:26:31 -0400

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer **LG**

RE: Human Resources and Risk Management Report

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

- Open/To be open Recruitments:
 - Recreation Assistant (1 Part-time position)
 - Summer Camp Counselor (4 Temporary positions)
 - Summer Camp Assistant Site Supervisor (1 Temporary position)
 - Assistant Finance Director
 - Fleet Manager
 - Lead Worker, Utilities Division (Internal posting)
- Interview process
 - Beach Lifeguard (3 On-Call positions)
 - Beach Lifeguard (2 Part-time positions)
 - Planning Associate
- Recent Hires
 - Planner
 - Summer Camp Counselor (2 positions)

Human Resources continues the recruitment incentive for various positions for employees. Employees will receive a \$100 bonus for referring an applicant who is hired, an additional \$100 after 90 days and a final \$100 after the success completion of the probationary period.

- Human Resources has recently filmed a short recruitment video that highlights the City's culture, recruitment process and benefits. This innovative recruitment strategy is aimed at continuing to recruit, retain and promote the best talent for the City of Dania Beach. The Human Resources Department would like to extend their sincerest appreciation to Katia Bordy, Public Information Officer, for taking the time to produce and direct this video using her extensive filmmaking abilities.
- Our 2nd quarter on-boarding session for new hires took place on April 21st. We had nineteen (19) new hires that attended this session, which is a record number for the City! Our call-back session took place

for the seven (7) hires who participated in the previous on-boarding session at the close of the program. Our on-boarding session has presentations included from every Department, including Public Safety and has received excellent feedback from our participants.

- Human Resources conducted its Wellness Fair review with participating departments to go over the results and feedback from the April 13th Get Fit Dania Beach Wellness Fair. This event received positive feedback from everyone who attended, and additional ideas were provided for the next Health Fair for 2023.
- As Human Resources continues to streamline its work processes with the systems we use, we are in the process of integrating the following modules with our applicant tracking system (NeoGov) and New World: On-Board and Perform, DocuSign, and new hire export/import between NeoGov and New World. With the assistance of the Information Technology Department, these integrations will enable Human Resources to move from a manual onboarding process of providing new hire paperwork via email to a more modern electronic process. DocuSign will replace the current system of Seamless Docs and will provide a quicker turnaround on approval of documents.
- Now that COVID has allowed us to schedule in person training, our Organizational Development Specialist has compiled a thorough schedule of training for the remainder of the fiscal year for all City team members. The trainings that are offered have also been placed on the intranet under Human Resources/Training (see attached Training and Development calendar).
 - The City has scheduled Bleeding Control Basics training for May 25. Team members are able to choose from four (4) different time slots to attend. This training is being provided by the Broward Sheriff's Office (BSO). This training will provide participants on how and when to perform lifesaving skills during a life-threatening bleeding emergency. This training will count towards fulfilling the Safety Day requirement for all full-time employees.
 - The City has also scheduled De-escalation Training on May 18th and May 31st. This training will be provided by David Alba, who has over 15 years of public and private sector training/speaking and will provide City team members the opportunity on how to intercept dissension, how to de-escalate volatile situations, and the four key strategies for avoiding/handling conflict.
 - Human Resources is also working with Public Services to schedule a four-hour on-site training entitled "Movement of Traffic/Manual Uniform Traffic Control Devices (MOT/MUTCD)" provided by JetVac Equipment Company. This specialized training will assist the team members to cover all the aspects of basic traffic safety.
- The City had a second scheduled negotiation session with AFSCME on May 9, 2022. The City was prepared to meet with the bargaining unit, and AFSCME requested to reschedule the session. The first session took place almost three (3) months ago even though the City offered to meet a week after the first session. The next bargaining sessions are scheduled on May 31st and June 2nd at 5pm.
- Human Resources has begun conversations with our broker for our upcoming benefits renewal and will continue to explore options for additional voluntary benefits.
- Human Resources continues to address past HR benefits matters, and work towards compliance by creating and implementing policies for the Department, as these issues surface.
- To ensure payments made from the pension boards to the City are correct, Human Resources has created pension reports that are provided to the pension administrators and Finance on a monthly basis.

- To ensure timely health insurance payments from retirees to the City are made, Human Resources has worked with the Finance Department and recently set up “direct withdrawals” for post pension retirees and pension retirees whose benefits do not cover their insurance.
- To ensure all retirees with health insurance can access Ben-Tek, our on-line benefits platform, Human Resources is working with our broker to set up a new retiree module.
- As the pandemic continues, and to ensure that we are aligned with CDC guidelines, Human Resources continues to monitor the positivity rates on a regular basis and addresses every instance of a COVID positive team member or COVID exposed team member.
- To continue supporting the CRA, Human Resources attended the April Dania After Dark event and partnered to introduce the City of Dania Beach merchandise to the public. The City is also in the process of adding additional items to its inventory. The items to be added include a hoodie and ¾ sleeve shirt for men and women.
- The City will be featured in an article in the third quarter issue of the League of Cities magazine entitled “Quality Cities.” The City is being recognized specifically for our R.I.S.E standards and employee benefits. Our R.I.S.E standards continue to guide all City team members on professional conduct.
- Human Resources leads a monthly Theme Team comprised of representatives from multiple departments. The team meets each month to coordinate and integrate monthly City events that are taking place. Earlier this month, Human Resources distributed Mother’s Day bags and a City inspired treat to all team members. There was a personalized message from the City Manager for Mother’s Day.
- To support the continued growth of the City, and assist with the vendor insurance requirements, Human Resources/Risk Management will be introducing the launch of a TULIP (Tenants’ & Users’ Liability Insurance Policy) program. When a vendor seeks special event insurance, the TULIP program will allow citizens to purchase low-cost special event insurance. This insurance can be requested through a link to “Gather Guard” that will be available on our Risk Management intranet page, once launched.
- The City recently attended an unemployment hearing with the Community Development Department and presented a very strong and detailed account of its case. The former employee and counsel were also provided an opportunity to present their side. In a rare win for an employer, the State of Florida ruled in favor of the City.



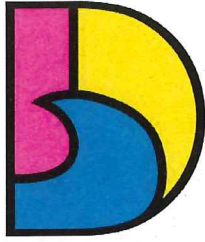
2022 EMPLOYEE ORGANIZATIONAL DEVELOPMENT SCHEDULE

DATE	TRAINING TOPIC	DURATION	TIME	TRAINER
1/27/2022	1st Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
3/3/2022	Microsoft Online Training - 100 Licenses Available	Unlimited	**See Below	Self Training
10/1 - 9/30	Vector Solutions - Safety Day Training	8 hours	TBD	Self Training
4/21/2022	2nd Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
5/18/2022	De-Escalating Training*	2 Hours	8:30 - 10:30 AM	David M. Alba
5/18/2022	De-Escalating Training*	2 Hours	3:00 - 5:00 PM	David M. Alba
5/25/2022	Bleeding Control Basics*	45 Minutes	8:30 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	10:00 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	11:30 AM	BSO
5/25/2022	Bleeding Control Basics*	45 Minutes	2:30 PM	BSO
5/31/2022	De-Escalating Training*	2 Hours	8:30 - 10:30 AM	David M. Alba
5/31/2022	De-Escalating Training*	2 Hours	1:00 - 3:00 PM	David M. Alba
6/8/2022	Cholesterol 101 Webinar	15-20 Minutes	11:00 AM	Paula Rojas/UHC
6/15/2022	Professional Business Writing	2 Hours	10:00 - 12:00 PM	David M. Alba
6/15/2022	Professional Business Writing	2 Hours	1:00 - 3:00 PM	David M. Alba
6/28/2022	Customer Service	2 Hours	9:00 - 12:00 PM	David M. Alba
6/28/2022	Customer Service	2 Hours	1:00 - 4:00 PM	David M. Alba
6/29/2022	Active Shooter Training*	1 Hour	9:00 - 10:00 AM	BSO
6/29/2022	Active Shooter Training*	1 Hour	10:00 - 11:00 AM	BSO
6/29/2022	Active Shooter Training*	1 Hour	11:00 - 12:00 PM	BSO
6/29/2022	Active Shooter Training*	1 Hour	1:00 - 2:00 PM	BSO
6/29/2022	Active Shooter Training*	1 Hour	2:00 - 3:00 PM	BSO
7/7/2022	Balancing Priorities and Managing Multiple Projects (Time Management)	2 Hours	9:00 - 12:00 PM	David M. Alba
7/7/2022	Balancing Priorities and Managing Multiple Projects (Time Management)	2 Hours	1:00 - 4:00 PM	David M. Alba
7/21/2022	3rd Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
7/28/2022	Team Building for Excellence	2 Hours	9:00 - 12:00 PM	David M. Alba
7/28/2022	Coaching Employee Performance	2 Hours	1:00 - 4:00 PM	David M. Alba
8/11/2022	Customer Service 2.0	2 Hours	9:00 - 12:00 PM	David M. Alba
8/11/2022	Customer Service 2.0	2 Hours	1:00 - 4:00 PM	David M. Alba
10/20/2022	4th Quarter - New Hire On-Boarding	6 Hours	9:00 - 3:30 PM	DB Team Members
8/2/2022	MOT, Confined Space and Flagger Training* <i>PS Employees Only</i>	6.5 Hours	8:00 - 3:30 PM	Jet-Vac Equipment
8/3/2022	MOT, Confined Space and Flagger Training* <i>PS Employees Only</i>	6.5 Hours	8:00 - 12:00 PM	Jet-Vac Equipment
TBD	Managing Remote Employees (7 Tips and Best Practices) <i>Supervisors, Managers and Directors Only</i>	TBD	TBD	Trainnovations
TBD	Don't Panic! It's Just Disruption	TBD	TBD	Trainnovations
TBD	Effective Communication	TBD	TBD	Trainnovations

Please contact your supervisor if you would like to attend any of these trainings

*Counts Toward Safety Day Training

****Non-exempt (hourly) team members, must complete this training only during working hours with your supervisor's approval. Please work with your supervisor to schedule a time when workload permits.**



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: May 17, 2022
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Eric Brown, Parks & Recreation Director
SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

CIP project updates:

- Tootie Adler Park – The survey has been completed. Kimley-Horn has provided their first draft of their Design Drawings and Hardscape Image Board. Edits are currently being made based on provided feedback.
- CW Thomas Park – The design services contract with Bermello, Ajamil & Partners, Inc. was approved by City Commission and the contract has been signed. Staff will be meeting with the team on May 31st for the Architectural Programming Meeting.
- Melaleuca Park - Playmore Recreational Products has completed the engineer drawings for the new playground and is in the process of submitting the permit.
- IT Parker – Procurement and the department have changed directions and will be going through the CCNA for the Design Services of IT Parker.

The beach was busy this month and staff was busy keeping swimmers safe and educating the public on the dangers of rip currents and they were very prevalent this month. Staff was proud to have Dania Beach nominated as Favorite Beach in Broward County by South Florida Family Life Magazine readers. Lifeguards assisted with Commissioner Davis's annual Earth Day event by ordering and planting 400 Sea Oat plantings.



Ocean Rescue Report:

- Rescues – 2
- Medical – 1
- Law Enforcement Calls – 4
- Missing Persons – 2

The Department partnered with the CRA to host the Annual Arts and Seafood Festival at Frost Park on April 2nd and 3rd which was a huge success.

On April 22nd the Department assisted with Commissioner Davis's annual Earth Day Beach Clean Up which was a huge success with over 350 participants coming out to clean up our beach. We look forward to making the event even larger next year.

On Saturday, April 23rd staff hosted a 5 on 5 tournament at PJ Meli Park with four teams participating. Everyone had a great time and a champion was crowned.



The Department provided 48 tickets to the community to the Miami Marlins vs Seattle Mariners on Saturday, May 1st. Great fun was had by all, one resident sent us pictures saying, "Thank you so much for the Marlins tickets. What your organization does for the community is priceless. I couldn't be prouder to be a resident." The next sports experience is the Inter Miami FC vs. Charlotte Football Club on Saturday, July 16th!



Summer Camp and Jr. Lifeguard Camp registration continues to be successful.

- All five sessions of the Jr. Lifeguard Camp are sold out at a capacity of 30 campers per session resulting in a revenue of \$13,530. Lifeguards have been doing the pre-testing with the campers at PJ Meli as this is required prior to participating in camp.
- Frost Park has 12 spaces remaining of the 75 spaces, PJ Meli Park has sold out at 30 spaces and CW Thomas Park has 47 spaces remaining. Thus far revenues collected for summer camp totals \$42,004.
- Staff is finalizing detail to hold the first annual Teen Summer Camp for three weeks in July from July 11th – July 29th for those ages 13 – 17. Staff is once again partnering with BSO for this camp.

The Department has started a paid youth basketball clinic at PJ Meli Park that continues to be a success. The first session had 13 participants and the current session has 14 participants.

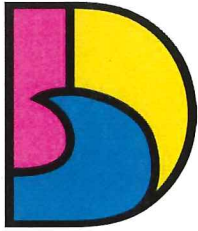
Ongoing programs:

- Rising Stars at all three sites – CW Thomas remains at capacity for the program!
- Walkers Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Water Polo at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Aquatic Complex
- Jazzercise at Frost Park
- Football Skills Clinics at CW Thomas Park
- 1Up! Gaming at CW Thomas Park – 32 participants with a waiting list
- Adult Kickball at PJ Meli Aquatic Complex
- Pickleball Clinics at Frost Park
- Senior Chair Dance at Frost Park
- Line Dance at Frost Park

Upcoming Programs and ideas:

- Kreative Station at CW Thomas Park
- Youth Basketball Clinics at CW Thomas Park
- Youth Flag Football at Frost Park
- Adult Small Goal Soccer at CW Thomas Park
- Youth Archery Program – staff is in the process of their training and receiving their certifications.
- Youth Flag Football Program – staff creating proposal
- Adult Flag Football – staff creating proposal
- Youth Fishing – Waiting on equipment from FWC

The department continues to actively monitor COVID-19 and remains in contact with other cities throughout Broward County regarding programming, rentals, etc. Indoor rentals have resumed.



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 24, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager Candido Sosa-Cruz

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

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – April 26, 2022 to May 23, 2022**

Provided below is a summary of the main PSD activities for roughly the past four weeks.

- **Base wall of large Dania Beach Welcome sign at US1 and Griffin Road:** the 110-foot long base wall was painted a light grey and has enhanced the look of this important entry feature.
- **Ocean Park beach mural:** the beautiful mural was completed towards the end of April and provided a significant aesthetic improvement to the city's popular beachfront.
- **New LED lights STOP signs** were installed on the heavily traversed SE 5th Avenue at 7th Street to address the incidence of speeding on that thoroughfare.
- **Pier Refurbishing Project:** Work on the pier is underway with the first 70 feet of outer deck sections and railings being replaced on the west end. This has been accompanied by undercarriage concrete restoration work. The first phase of the project is expected to be completed by late 2022.
- Status of the following projects is as follows:
 - **Southeast Drainage Improvement Project** – A schedule for Phase I of the project was provided by the engineering design consultant and assessed by PSD. Final comments from the County regarding the permit are expected at the end of May.
 - **SW 37th Terrace and SW 54th Court drainage project** – Bids received, opened and reviewed. Project was presented to the Commission in early May (exceed \$1M). Once awarded, the start of construction is expected within the following 60 days.



-
- **SW 52nd Street and SW 54th Court drainage projects** – Bids received, opened and reviewed. Project was presented to the Commission in early May (exceed \$1M). Once awarded, the start of construction is expected within the following 60 days.
 - **Water Treatment Plant Lime Silo Painting** – The bids were received, reviewed and authorization to award was granted at the May 10th commission meeting. The work is projected to begin by late June.
 - **NW 10th Street Resurfacing – Maleuluca Gardens:** The 1/3 mile stretch of road (2-lane street) between NW 13th and 14th Avenues was resurfaced a part of PSD's annual resurfacing program.

Grant Funding

Resilient Florida – Planning Grant

The Florida Department of Environmental Protection (FDEP) awarded the City of Dania Beach a Resilient Florida planning grant to conduct a vulnerability assessment and develop a peril of flood amendment to the City Code. The PSD worked with the Community Development Department and the South Florida Regional Planning Council in developing the grant application. The grant award is for \$95,500. A funding agreement will be forthcoming from the FDEP.

Broward County – Community Development Block Grant (CDBG)

A previously passed commission resolution authorized the City's CDBG Y48 application, and a public hearing on the application is scheduled for the May 24th City Commission meeting. The application supports the installation of 14 solar streetlights in the Northwest and Griffin Road neighborhoods. CDBG funding will enable the City to provide over half of the new solar street lights identified in the Citywide Street Lighting Improvement Plan.

Safe Streets and Roads for All Grants

PSD staff attended a US Department of Transportation's webinar on the Safe Streets and Roads for All grant program. This grant program supports local initiatives to prevent death and serious injury on roads and streets. \$1 billion in annual funding is anticipated from FY22-26. The PSD will be looking to match city projects with available grant opportunities.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: May 2022
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Katia Bordy, Public Information Officer
SUBJECT: Public Information Officer Communications

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou=City Manager,
email=c.sosa@danibeach.org, c=US
Date: 2022.05.17 14:45:17 -0400

Ongoing Communication

The City's website, social media, and TV Channel 78 are continuously updated with relevant, new, and important information. All City Departments receive media support on a variety of projects.

Below are the latest social media, website, and video communications including special event activities:

- Produced HR Promo Video
- Promoted and Covered Earth Day's Event
- Collateral and Promotion of Public Arts Projects & Board
- Produced Come RISE w Dania Beach Video for social media
- Produced Video of NW 1st Street Bridge Painting by Marcos Conde
- Creating Collateral for the State of The City Address
- Created CIP Presentation
- Produced Signs and Storefront Item Designs
- Produced Beam Team and Code Compliance Maps and Staff Contacts
- Promoted CRA's Dania After Dark and Rebuilding Together Broward
- Designed Certificates, Graphics and Cards for Human Resources
- Promoted multiple Parks Programs and Activities
- Creating Collateral for the Broward League of Cities Event
- Promoted BSO message to remain vigilant with unknown visitors - social & CodeRED
- Promoted Public Services and Community Development Programs
- Distributed information for the PPE Flood Insurance Evaluation Report
- Produced the Dania Beach Flood Flyer 2022
- Designed and Promoted Youth Advisory Council Meetings
- Designed and Promoted Monthly Celebrations on social media
- Prepared and Promoted Monthly Themes



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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

DATE: May 13, 2022

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

FROM: Daniel J. Marks, Captain

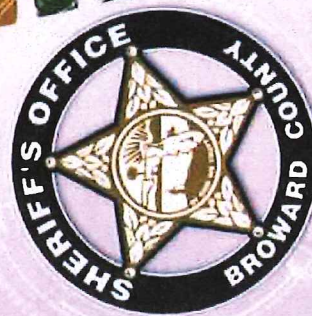
RE: Dania Beach Monthly and Safety Plan Phase 1 Memo to City Manager

Our License Plate Readers (LPR's) continue to be deployed throughout our city. This equipment has been extremely helpful in solving crimes, returning property to victims and arresting wanted subjects. Many of these wanted vehicles and subjects are not from Dania Beach. The City Manager, Assistant City Manager and I have been meeting regularly to discuss additional technology such as cameras and additional LPR's, some of which we can utilize county LETF funds for. More importantly we have been working on a three year plan to supplement our Dania Beach BSO personnel. Just for reference, the cost of a deputy sheriff position is approximately \$178,000.00 per year. This includes hiring, training, uniforms, computers, radios, body worn cameras, vehicles, benefits, retirement and other details and equipment. The proposed additions will be used to add a detective to specifically handle fraud cases and the growing Dania Pointe development. Additional positions will be for road patrol duties and beach coverage which will increase presence and response times as well as staff a future Police Athletic League.

With this being said, I respectfully request to implement the first phase of the safety plan by adding four deputy sheriff positions. The total approximate cost will be around \$712,000.00 per year. Thank you for your time and consideration in this important matter.

BROWARD SHERIFF'S OFFICE

WE ASKED BROWARD COUNTY RESIDENTS WHICH BSO INITIATIVES ARE MOST IMPORTANT, AND THIS IS WHAT YOU SAID:



Sheriff Gregory Tony

Source: Based upon results of a recent survey of Broward County residents.

Every day, the men and women of BSO strive to provide the best public safety services to the residents and visitors of Broward County, and their hard work is paying off.

WHAT THE COMMUNITY IS SAYING...

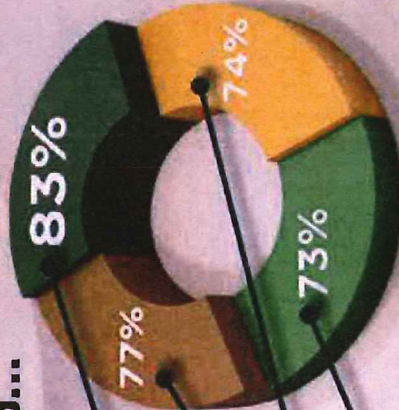
SURVEY FINDINGS

Are positive about the quality of life in Broward County

Feel the overall job performance of the Broward Sheriff's Office is positive

Feel safe from crime

Feel the Broward Sheriff's Office has maintained or improved performance



"Thank you, Broward County, for your feedback. BSO will continue to work every day to improve public trust and confidence and to provide the public safety services you expect and deserve."

Service Equals Reward

- Sheriff Gregory Tony





**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: May 16, 2022

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

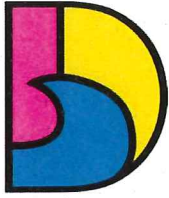
FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the last month April 19 through May 16, 2022, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations Coffee with the District Chief
- Agenda reviews team conference
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs
- Safety Committee meeting with City team
- Second Quarter New Hire Onboarding with City team introduction
- Monthly Meeting Broward County Board of Rules and Appeals
- Accreditation visit currently in progress May 16-19, 2022
- Commission Meeting
- Budget Discussion with City Manager Ana Garcia, Deputy Manager Candido Soza-Cruz, and Finance Director Frank DiPaolo, May 10, 2022
- ARPA Projects Workshop with City team May 12, 2022
- Fire Station #1 Hardening Grant – Continued to monitor progress along with assistance S. Ramos – Bidding process for impact windows started – Pre Bid Walk through May 19, 2022
- Preparing for new crew at Fire Station 1 – Developing plan for rooming quarters and offices, waiting on third company to complete quote.
- First There First Care Conference Planning Committee Meetings – Annual EMS Conference
- Dania Beach Autism Awareness Event April 30, 2022
- Seniors of Dania Beach meeting at IT Parker – Attended by Fire Engine Crews
- Scheduled Stop the Bleed Training 60 participants 4 classes May 25, 2022 NW Conference room

- Training Completed by Fire Crews at Station 1 and 17, Battalion Controlled Training Drill
4 Knox Box Rapid Entry Systems, PIT Crew CPR, EEO Training



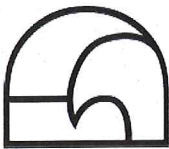
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**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Adam Segal, Deputy Finance Director
DATE: May 2, 2022
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.

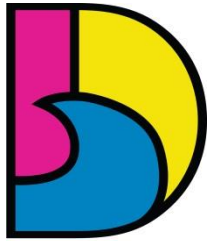


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Business Listing Report

Business Start Date 04/01/22 - 04/30/22
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ACME CONSULTING GROUP	ACME CONSULTING GROUP	1327 S FEDERAL HWY, DANIA BEACH, FL 33004	(305) 321-2492		04/21/2022	
ASSAF LEVY	ASSAF LEVY	2471 SW 58 MNR, Dania Beach, FL	(754) 999-2010		04/05/2022	
BROKER MODEL P.A.	BROKER MODEL P.A.	2650 W STATE RD 84 103, DANIA BEACH, FL 33312	(754) 736-0730		04/14/2022	
CARMENS MEDICINALS	ISONUX LLC	1241 STIRLING RD 101, Dania Beach, FL 33004	(954) 686-1120		04/05/2022	
COIN CLOUD	CASH CLOUD INC	301 E DANIA BEACH BLVD, Dania Beach, FL 33004	(855) 264-2046		04/14/2022	
COMPUTER SURGEONS	COMPUTER SURGEONS	1327 S FEDERAL HWY, DANIA BEACH, FL 33004	(786) 506-5658		04/14/2022	
DAVID W REICH	DAVID W REICH	4161 SW 22 AVE, Dania Beach, FL	(954) 871-7363		04/12/2022	
DENIS VINOGRADOVS	DENIS VINOGRADOVS	212 SW 1 AVE, Dania Beach, FL 33004	(305) 927-7574		04/14/2022	
HVAC/R INTERNATIONAL INC	HVAC/R INTERNATIONAL INC	1241 STIRLING RD 114 115, Dania Beach, FL 33004	(305) 883-0655		04/11/2022	
JOSHUA KODNER AUCTIONEERS, GEMOLOGISTS, APPRAISERS	KODNER ESTATE HOLDINGS LLC	100 E DANIA BEACH BLVD, Dania Beach, FL 33004	(954) 342-9684		04/12/2022	
LUKE SKYBROKER	LUKE SKYBROKER	2650 W STATE RD 84 103, DANIA BEACH, FL 33312	(954) 323-9078		04/21/2022	
MAD STUDIOS	YES WE ARE MAD LLC	481 S FEDERAL HWY, Dania Beach, FL 33004	(305) 793-7426		04/26/2022	
MASIS'S APPLIANCES LLC	MASIS'S APPLIANCES LLC	1200 STIRLING RD 4 B, Dania Beach, FL 33004	(954) 595-9899		04/12/2022	
MODERN INSTALLATION SOLUTIONS	MODERN INSTALLATION SOLUTIONS LLC	17 N FEDERAL HWY, Dania Beach, FL 33004	(954) 507-6429		04/21/2022	
RAMON GABRIEL LUGO	RAMON GABRIEL LUGO	19 SW 12 ST, Dania Beach, FL 33004	(786) 346-5732		04/21/2022	
REN WHOLESALÉ LLC	REN WHOLESALÉ LLC	2216 SW 38 ST, Dania Beach, FL	(954) 636-1424		04/05/2022	
RETROTTIS LLC	RETROTTIS LLC	27D N FEDERAL HWY, DANIA BEACH, FL 33004	(786) 368-7177		04/26/2022	
SELFIE SALONBAR DANIA BEACH	READY AND ABLE INC	1101 S FEDERAL HWY, Dania Beach, FL 33004	(386) 562-8488		04/26/2022	
SOFLO FULFILLMENT	SOFLO UNLIMITED	1231 STIRLING RD STE 101, DANIA BEACH, FL 33004	(754) 802-4217		04/19/2022	
ST MORITZ SECURITY SERVICES INC	ST MORITZ SECURITY SERVICES INC	5201 ANGLERS AVE STE 117, DANIA BEACH, FL 33312	(412) 885-3144		04/12/2022	
THE JEWISH CENTER	THE FAMILY SHUL INC	3391 GRIFFIN RD, Dania Beach, FL	(954) 732-4286		04/05/2022	
TRAN TRUONG	TRAN TRUONG	214 SE 4 TER, Dania Beach, FL 33004	(954) 297-7929		04/14/2022	
ZEGLIO LLC	ZEGLIO LLC	500 NE 2 ST 104, DANIA BEACH, FL 33004	(239) 309-5336		04/21/2022	
Businesses					23	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: May 15, 2022

SUBJECT: Finance Monthly Report –April 2022

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Capital Projects Fund
- Enterprise Funds
 - Water
 - Sewer
 - Stormwater
 - Marina
- Grant Funds
 - City Grants
 - CRA Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

Contingency and Fund Balance Estimate

Building Fund Collections

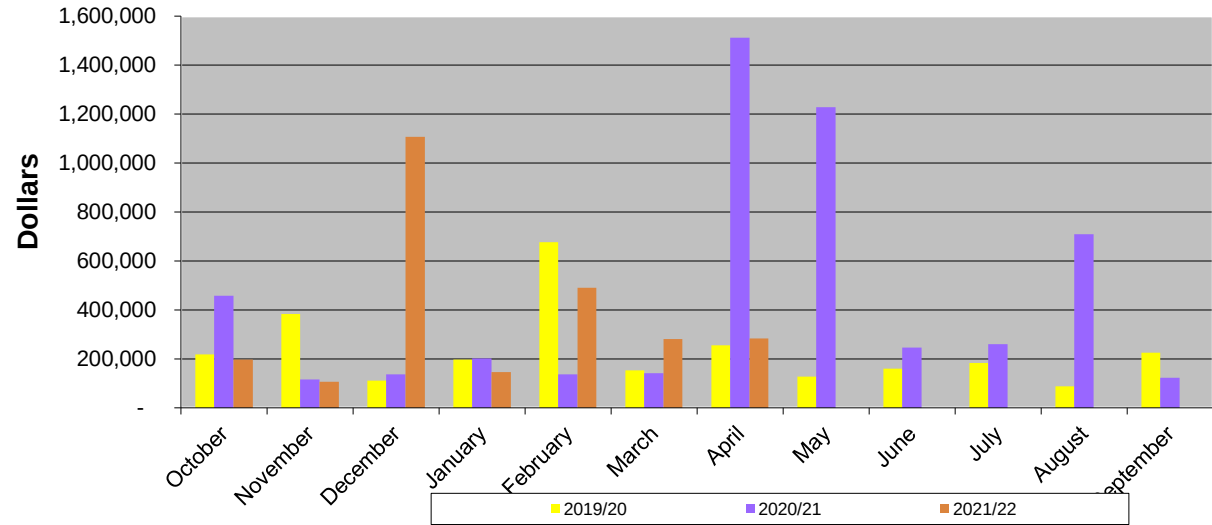
	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	218,842	456,717	197,486
November	383,986	115,930	107,616
December	110,855	137,352	1,106,293
January	197,296	201,184	146,194
February	677,686	137,028	490,813
March	152,797	142,455	281,847
April	254,963	1,511,205	283,429
May	126,368	1,227,546	
June	159,353	245,199	
July	182,848	259,308	
August	88,029	709,467	
September	225,951	122,504	
Total	<u>2,778,973</u>	<u>5,265,894</u>	<u>2,613,678</u>

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	218,842	456,717	197,486
November	602,828	572,647	305,102
December	713,683	709,999	1,411,396
January	910,978	911,182	1,557,590
February	1,588,665	1,048,210	2,048,402
March	1,741,462	1,190,665	2,330,250
April	1,996,424	2,701,870	2,613,678
May	2,122,792	3,929,416	
June	2,282,145	4,174,614	
July	2,464,994	4,433,922	
August	2,553,023	5,143,389	
September	2,778,973	5,265,894	
Annual Goal	<u>5,268,000</u>	<u>4,777,331</u>	<u>4,741,977</u>

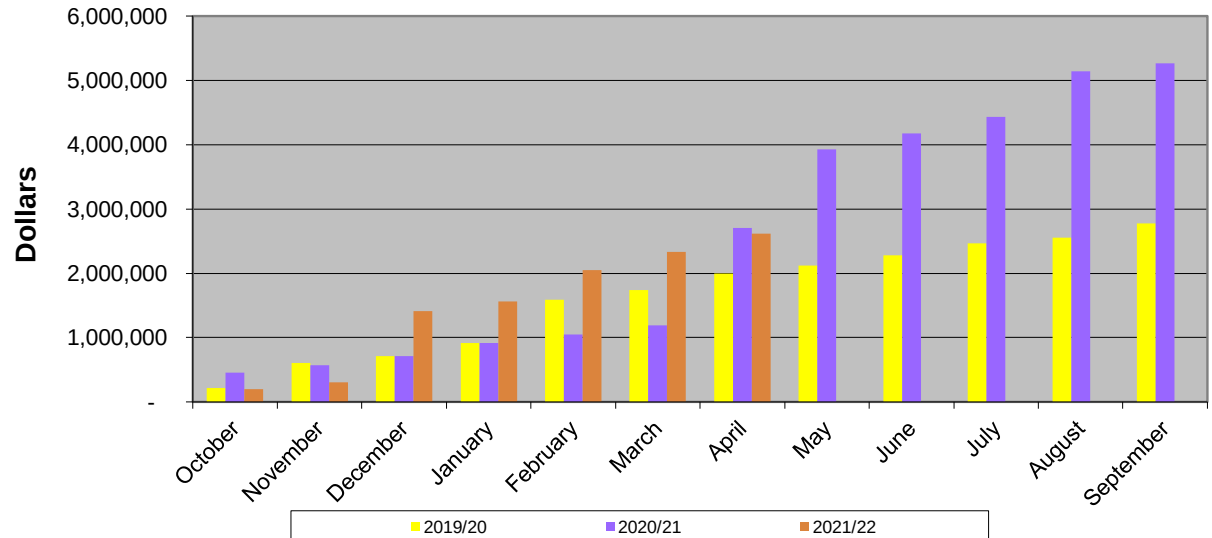
Shut down due to COVID-19

Building Fund - thru April 2022

Monthly Building Fund Collections



Building Fund Collections - Cumulative Y-T-D



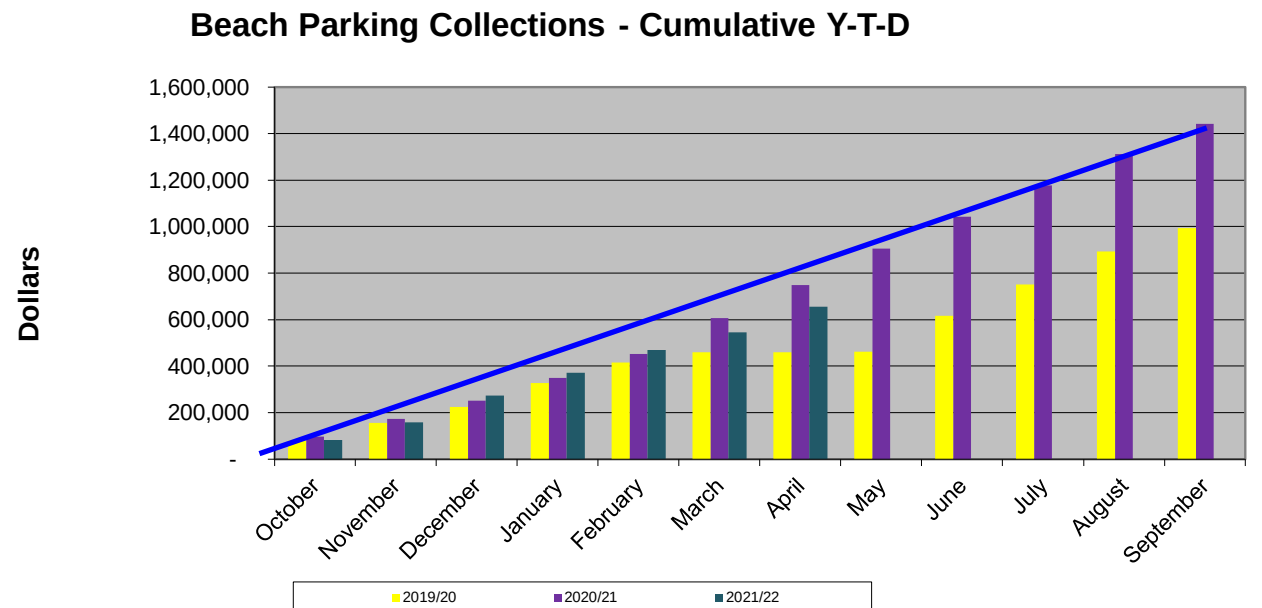
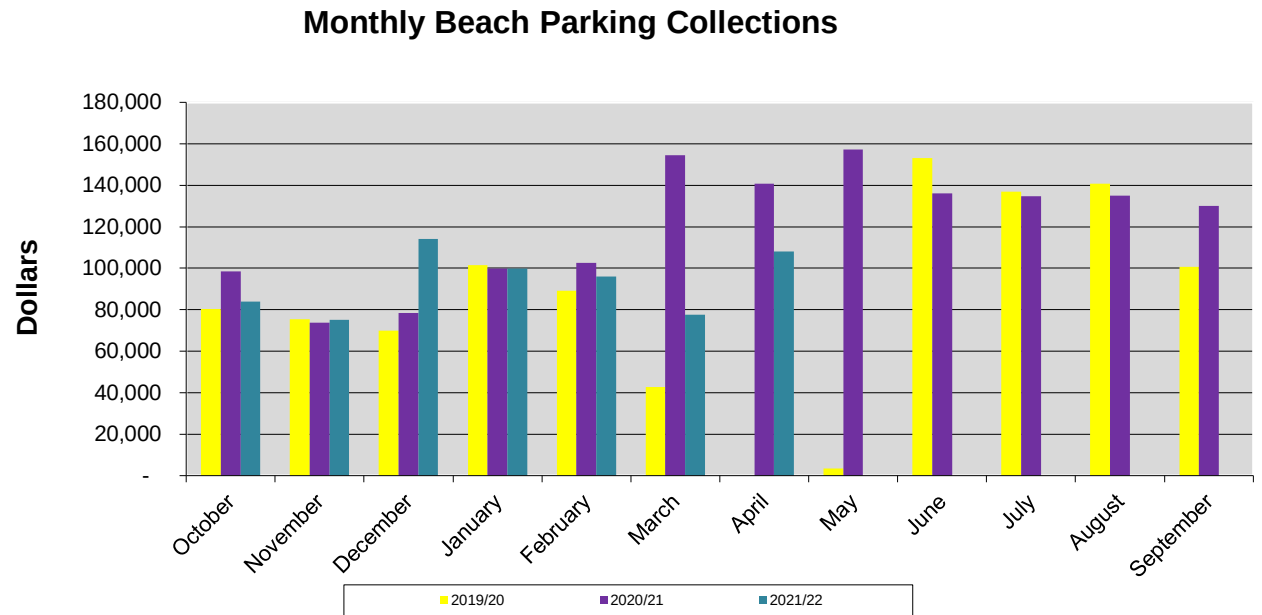
Parking Fee Collections

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	80,310	98,451	83,856
November	75,366	73,741	75,150
December	69,806	78,542	114,003
January	101,586	99,866	99,857
February	89,239	102,595	95,973
March	42,686	154,528	77,672
April	-	140,766	108,144
May	3,577	157,300	
June	153,086	136,216	
July	136,900	134,658	
August	140,789	135,026	
September	100,699	130,087	
Total	<u>994,044</u>	<u>1,441,776</u>	<u>654,654</u>

COVID-19 shut down

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	80,310	98,451	83,856
November	155,676	172,193	159,005
December	225,483	250,735	273,009
January	327,069	350,600	372,866
February	416,308	453,195	468,838
March	458,993	607,723	546,510
April	458,993	748,488	654,654
May	462,570	905,789	
June	615,656	1,042,005	
July	752,556	1,176,663	
August	893,345	1,311,689	
September	994,044	1,441,776	
Annual Budget Goal	<u>1,219,032</u>	<u>1,094,352</u>	<u>1,347,086</u>

Beach Parking - thru April 2022



Pier Revenues

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	56,498	49,128	52,582
November	53,409	39,289	45,411
December	39,713	44,807	39,604
January	67,274	46,662	33,238
February	56,030	392,450	47,021
March	35,125	53,244	59,863
April	152	64,937	46,805
May	9,475	40,544	
June	39,975	54,227	
July	41,848	61,599	
August	48,348	54,857	
September	48,972	50,878	
Total	<u>496,818</u>	<u>952,620</u>	<u>324,523</u>

Shut down in March due to Corona Virus

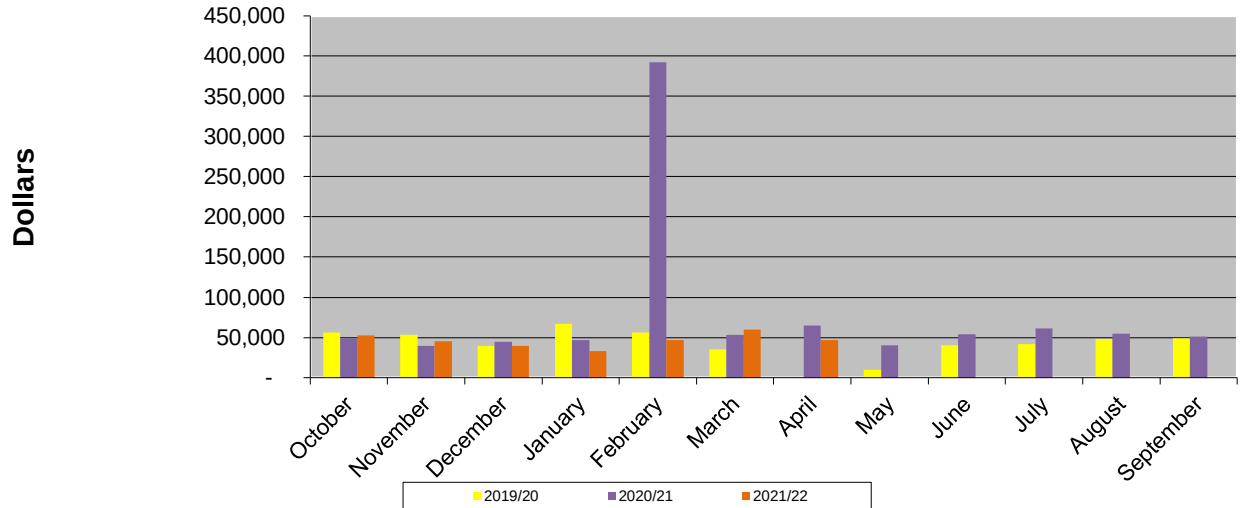
Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Cumulative			
October	56,498	49,128	52,582
November	109,907	88,416	97,993
December	149,620	133,223	137,596
January	216,894	179,885	170,835
February	272,924	572,336	217,855
March	308,049	625,579	277,718
April	308,201	690,516	324,523
May	317,676	731,061	
June	357,650	785,287	
July	399,498	846,886	
August	447,846	901,742	
September	496,818	952,620	
Annual Budget Goal	<u>914,098</u>	<u>773,952</u>	<u>844,816</u>

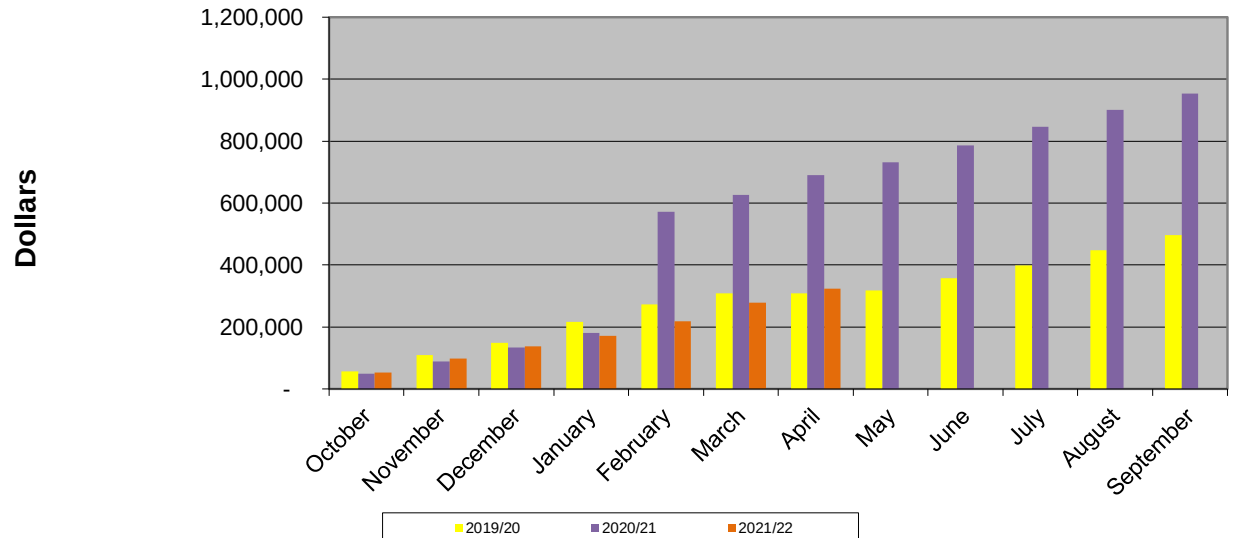
In 2018/19 the Quarterdeck Restaurant Revenues were moved to the Pier fund from General Fund to better reflect their usage.

Pier Revenues - thru April 2022

Monthly Pier Collections



Pier Collections - Cumulative Y-T-D



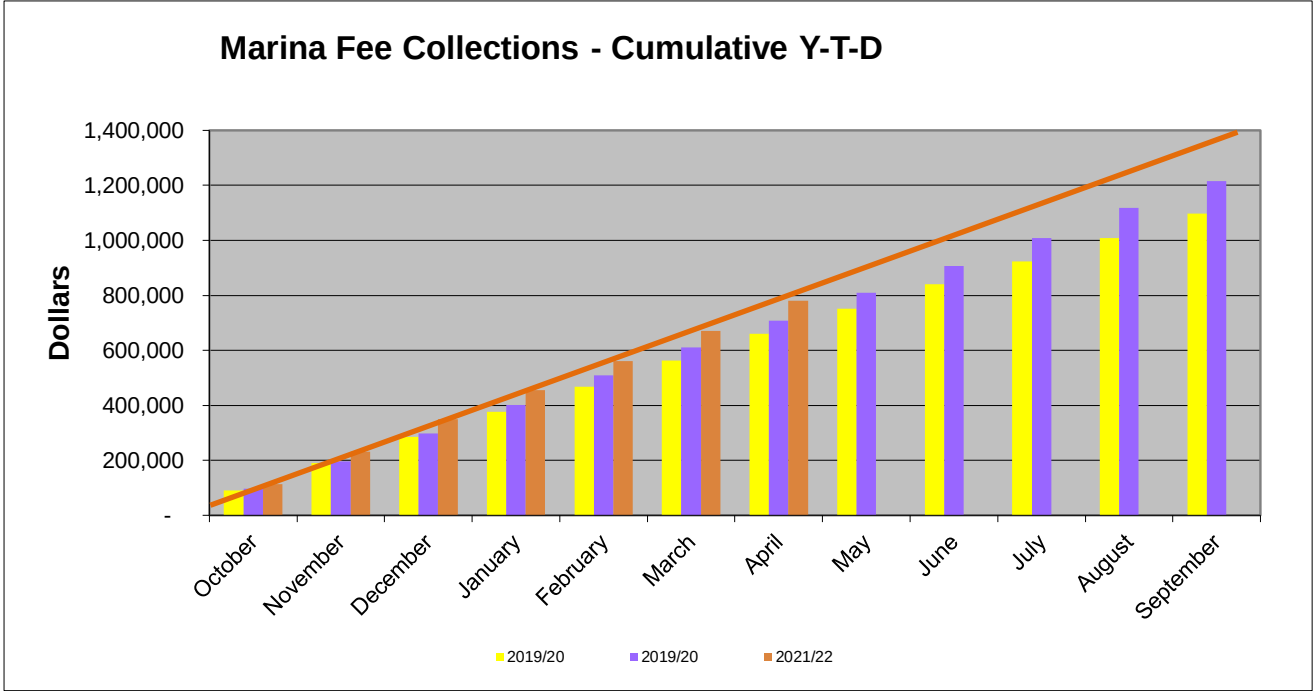
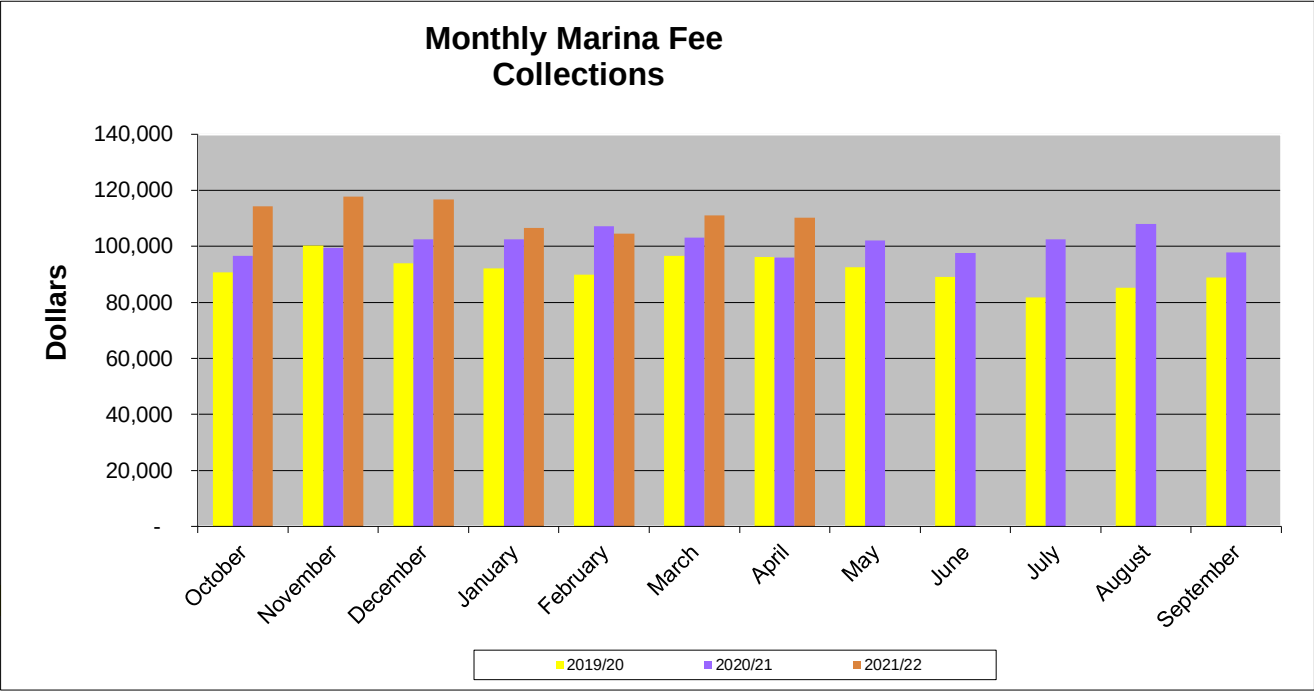
Marina Fee Collections

	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
Monthly			
October	90,680	96,691	114,259
November	100,295	99,519	117,647
December	93,879	102,437	116,809
January	92,197	102,400	106,649
February	89,948	107,245	104,608
March	96,527	103,019	111,125
April	96,264	96,002	110,177
May	92,452	102,039	
June	89,025	97,546	
July	81,799	102,395	
August	85,158	108,051	
September	88,941	97,767	
Total	<u>1,097,163</u>	<u>1,215,110</u>	<u>781,273</u>

Marina closed towards end of march due to COVID 19

	<u>2018/19</u>	<u>2019/20</u>	<u>2021/22</u>
Cumulative			
October	90,680	96,691	114,259
November	190,975	196,210	231,906
December	284,854	298,647	348,714
January	377,051	401,047	455,363
February	466,999	508,292	559,971
March	563,525	611,312	671,096
April	659,789	707,313	781,273
May	752,241	809,352	
June	841,266	906,898	
July	923,065	1,009,292	
August	1,008,222	1,117,343	
September	<u>1,097,163</u>	<u>1,215,110</u>	
Budget Goal	<u>1,059,831</u>	<u>1,011,953</u>	<u>1,290,768</u>

Marina Fees - thru April 2022



Governmental Funds Capital Projects
Capital Project Life Cycle
30-Apr-22

Capital Projects Fund	Original Budget	Budget Amendments	Total Amended Budget Funding	Total Expenses & Open P.O.'s	(Return) of Funding on Completed Projects	Remaining Funds Available	Project Status
Beach Revitalization Phase II	\$ 925,000	\$ 1,001,798	\$ 1,926,798	\$ (1,187,172)	\$ -	\$ 706,280	In progress
Traffic Calming & Beautification Project	250,000	400,000	650,000	-	-	650,000	In progress
Roadway and Median Electrical	200,000	-	200,000	(146,000)	-	54,000	In progress
Southeast 5th Avenue Crosswalk	200,000	-	200,000	(97,660)	-	102,340	In progress
CW Thomas Park Phase I	265,505	-	-	-	-	-	Not Started
Total Capital Projects (301)			\$ 3,036,947	\$ (1,443,832)	\$ -	\$ 1,559,769	

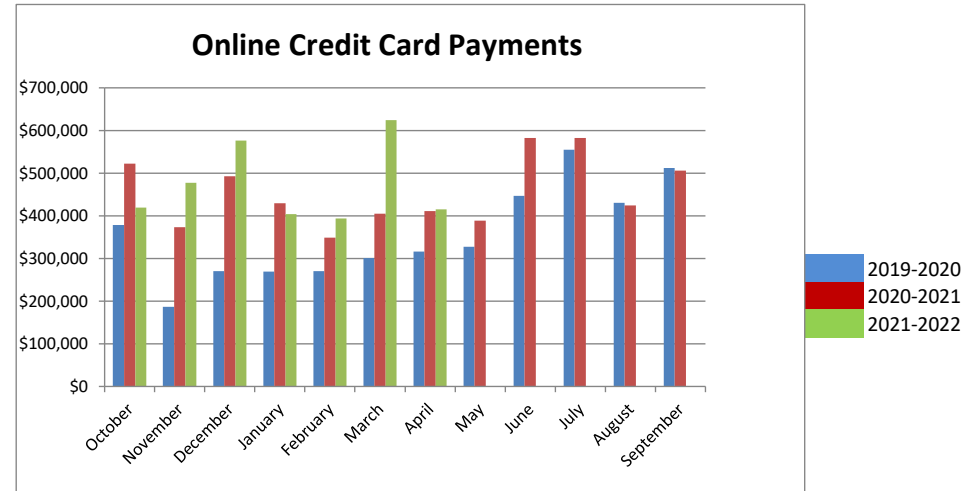
Capital Project Life Cycle
30-Apr-2022

	Original Budget	Budget Amendments	Total Budget Funding	Total Expenses & Open P.O.'s	Return of Funding on Completed Projects	Remaining Funding Available	Project Status
Stormwater Fund							
SE Stormwater Phase II	\$ 6,159,729	\$ 989,585	\$ 7,149,314	\$ (822,376)	\$ -	\$ 6,326,938	In-Progress
SW 43rd Terrace, SW 40th Court and SW 49th Street Project	1,170,960	3,000,000	4,170,960	(630,450)	-	3,540,510	In-Progress
Citywide Stormwater Master Plan	1,060,000		1,060,000	(795,000)	-	265,000	In-progress
Total Stormwater Fund Projects			12,380,274	(2,247,826)	-	10,132,448	
Water Fund							
NW 1st Ave Water Main Stirling-City Hall	431,730	-	431,730	(55,964.50)	-	375,766	In-Progress
Total Water Fund Projects			431,730	(55,965)	-	375,766	
Sewer Fund							
Lift Rehab Projects 5,7,10	1,137,594	-	1,137,594	(1,125,790)	-	11,805	In-Progress
SCADA System	257,715	13,620	271,335	(271,335)	-	(0)	In-Progress
HMGP Lift Stations	1,686,442	-	1,686,442	(257,050)	-	1,186,642	In-Progress
Total Sewer Fund Projects			3,095,371	(1,654,175)	-	1,198,447	
Pier Fund							
Pier Refurbishing	500,000.00	1,773,921	2,273,921	(2,192,101)	-	0	Completed
Total Pier Fund Projects			2,273,921	(2,192,101)	-	0	
Total Enterprise Projects			\$ 18,181,296	\$ (6,150,067)	\$ -	\$ 11,706,661	

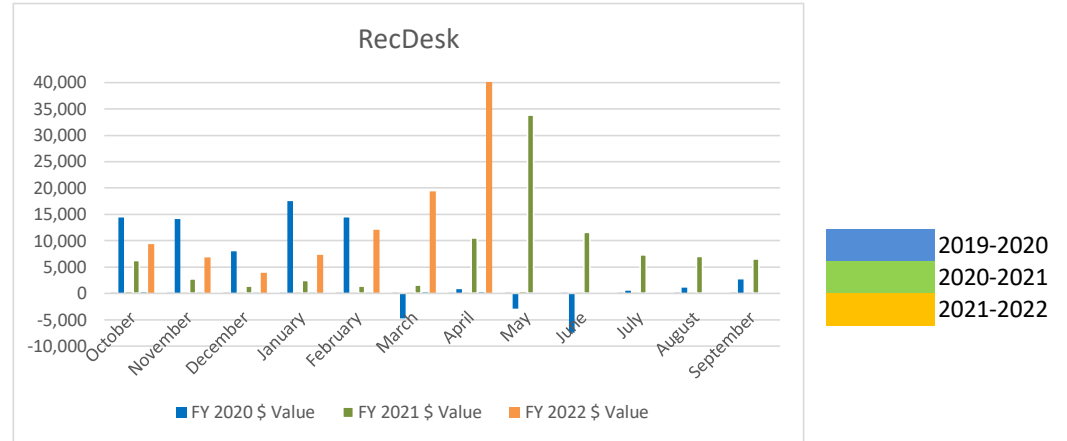
103-Grant Fund
30-Apr-2022

Grant	Grant Amount	City Match/Funds	Revenue Received	Total Expenses & Open P.O.'s	Remaining Expense	Project Status	Grant Expiration
CDBG 45th Year - Oasis XIV	\$ 172,549	\$ -	\$ -	\$ -	\$ 172,549		3/31/2022
CDBG 47th Year - Solar Lighting	\$ 396,491	-	-	-	396,491		6/30/2022
FEMA - Hazard Mitigation Grant Program (Fire Rescue -Station #1)	\$ 812,850	\$ 270,150	\$ -	\$ (165,868)	\$ 917,132		7/31/2022

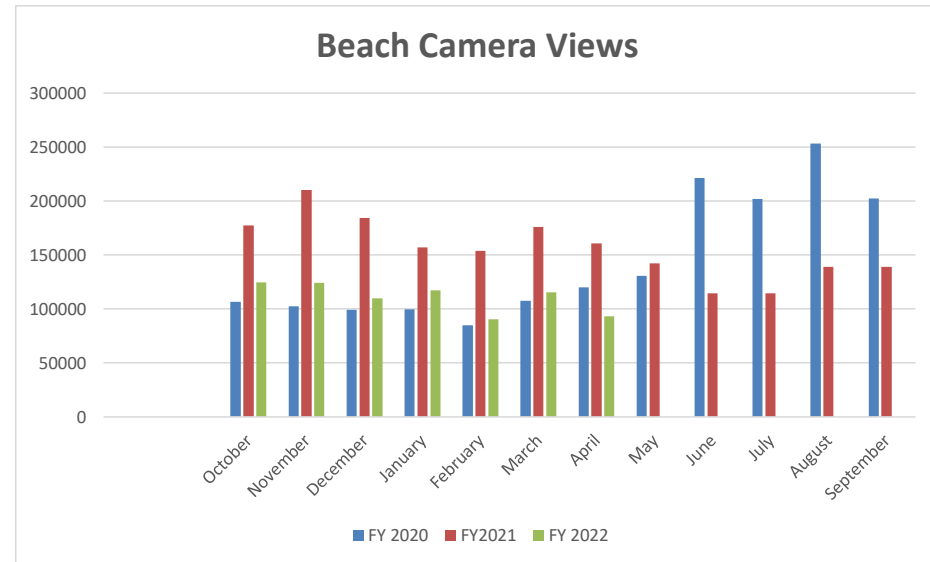
	FY 2020		FY 2021		FY 2022	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,695	\$378,828	1,694	\$522,541	1,756	\$419,523
November	1293	\$186,710	1,659	\$372,920	1607	\$477,225
December	1453	\$270,094	1,859	\$493,048	1644	\$575,861
January	1378	\$269,347	1,681	\$429,192	1580	\$403,966
February	1403	\$270,127	1,625	\$348,642	1461	\$393,924
March	1481	\$300,421	1,751	\$405,303	1883	\$624,708
April	1742	\$316,140	1,600	\$410,951	1558	\$415,006
May	1505	\$327,643	1,568	\$388,510		
June	1766	\$446,782	1,654	\$581,978		
July	2054	\$555,309	2,077	\$582,478		
August	1899	\$430,281	1,589	\$424,738		
September	2113	\$511,620	1,921	\$505,704		



	FY 2020		FY 2021		FY 2022	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	158	\$14,447	197	\$6,283	203	\$9,350
November	94	\$14,092	90	\$2,727	126	\$6,835
December	98	\$8,024	46	\$1,398	112	\$3,952
January	150	\$17,493	73	\$2,416	106	\$7,346
February	130	\$14,408	60	\$1,414	159	\$12,120
March	143	-\$4,766	87	\$1,595	252	\$19,322
April	23	\$844	161	\$10,541	264	\$48,956
May	4	-\$2,843	251	\$33,829		
June	75	-\$7,413	152	\$11,549		
July	30	\$506	131	\$7,298		
August	29	\$1,144	124	\$7,003		
September	95	\$2,675	142	\$6,503		

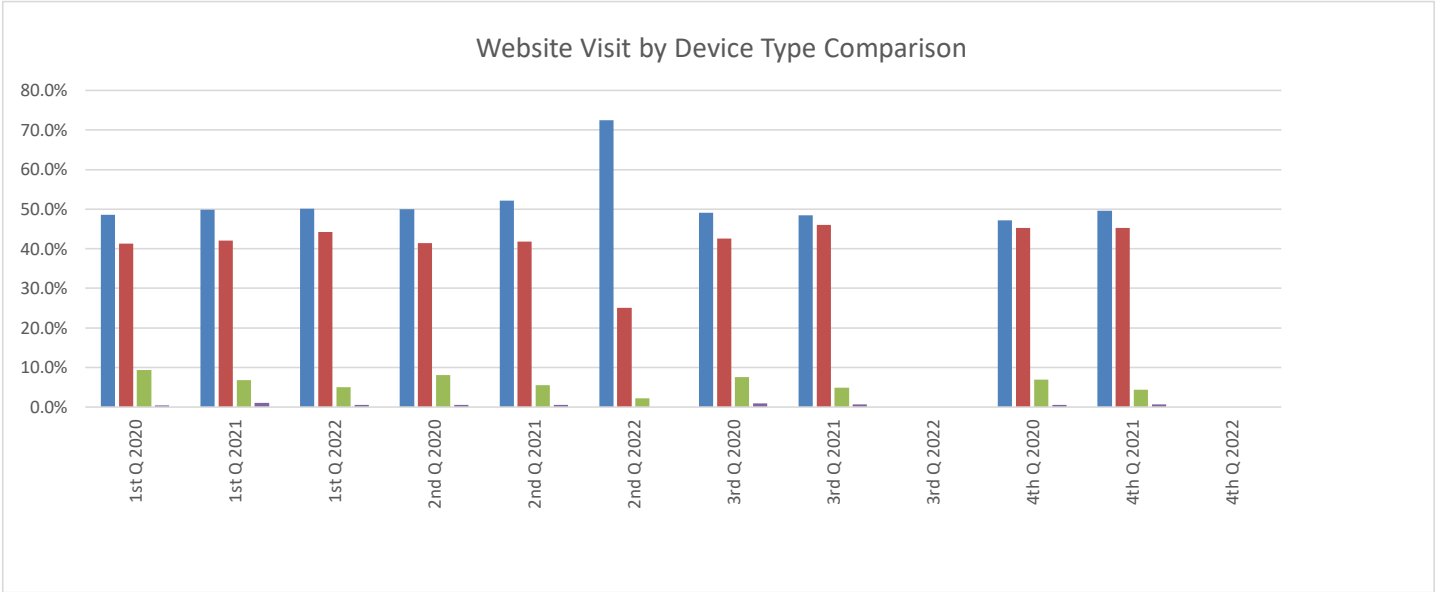


	FY 2020	FY2021	FY 2022
October	106,500	177,400	124,800
November	102,700	210,000	124,100
December	99,400	184,300	110,100
January	99,700	157,100	117,200
February	84,900	153,700	90,500
March	107,500	176,200	115,300
April	119,982	160,700	93,100
May	130,800	142,200	
June	221,100	114,400	
July	202,000	114,400	
August	253,200	138,900	
September	202,400	139,200	



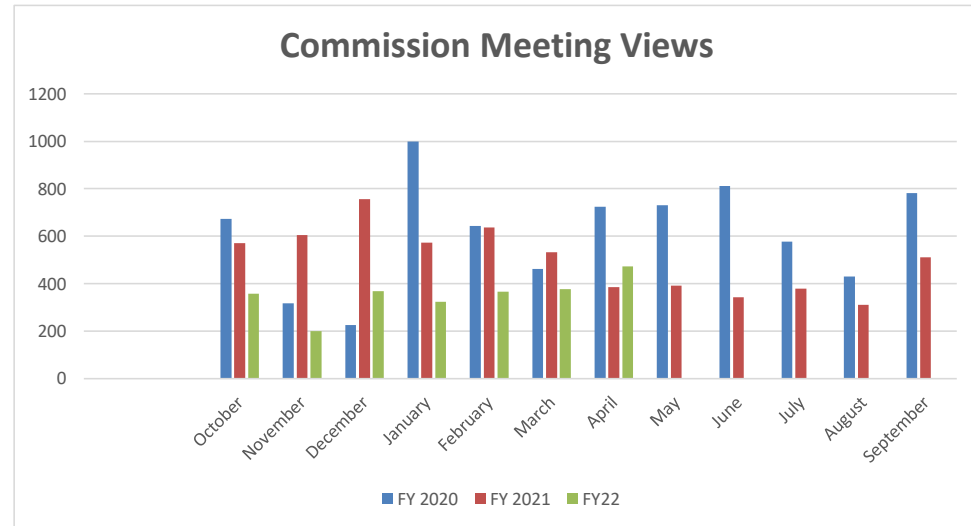
Website Visit by Device Type Comparison

	1st Q 2020	1st Q 2021	1st Q 2022	2nd Q 2020	2nd Q 2021	2nd Q 2022	3rd Q 2020	3rd Q 2021	3rd Q 2022	4th Q 2020	4th Q 2021	4th Q 2022
Desktop	48.6%	49.8%	50.2%	49.9%	52.1%	72.5%	49.0%	48.4%		47.2%	49.6%	
Smartphone	41.3%	42.0%	44.2%	41.4%	41.8%	25.1%	42.5%	46.1%		45.2%	45.3%	
Tablet	9.3%	6.8%	5.0%	8.1%	5.5%	2.2%	7.6%	4.9%		6.9%	4.4%	
Other	0.4%	1.1%	0.6%	0.6%	0.6%		0.9%	0.7%		0.5%	0.7%	

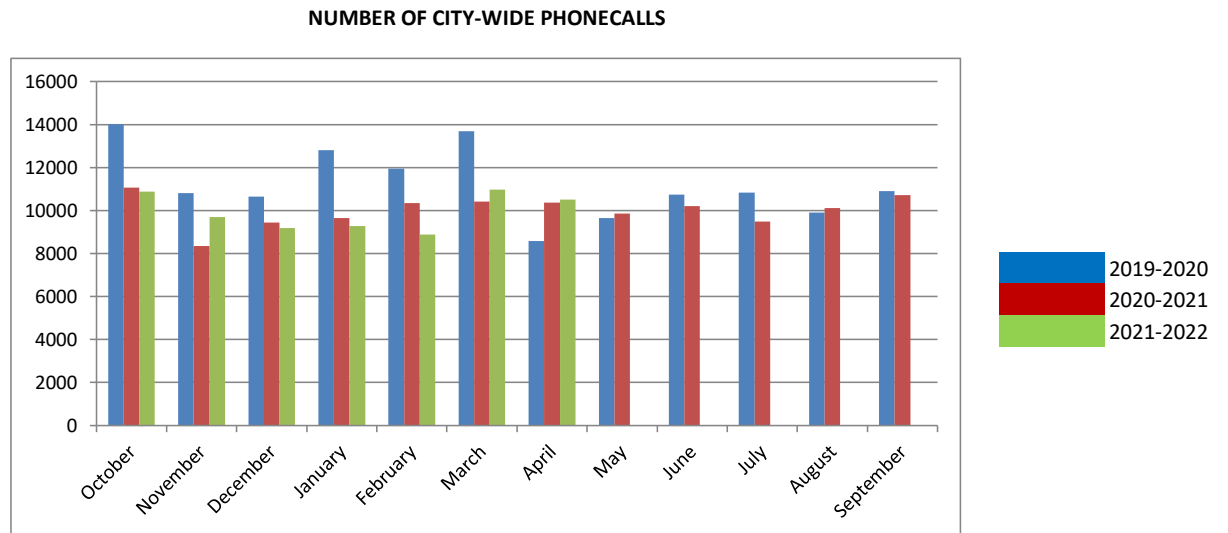


YouTube Channel
FY 2020 **FY 2021** **FY22**

October	674	570	357
November	318	604	201
December	225	757	369
January	1,000	573	323
February	644	636	366
March	463	533	377
April	725	386	473
May	731	393	
June	811	343	
July	578	380	
August	431	310	
September	781	511	

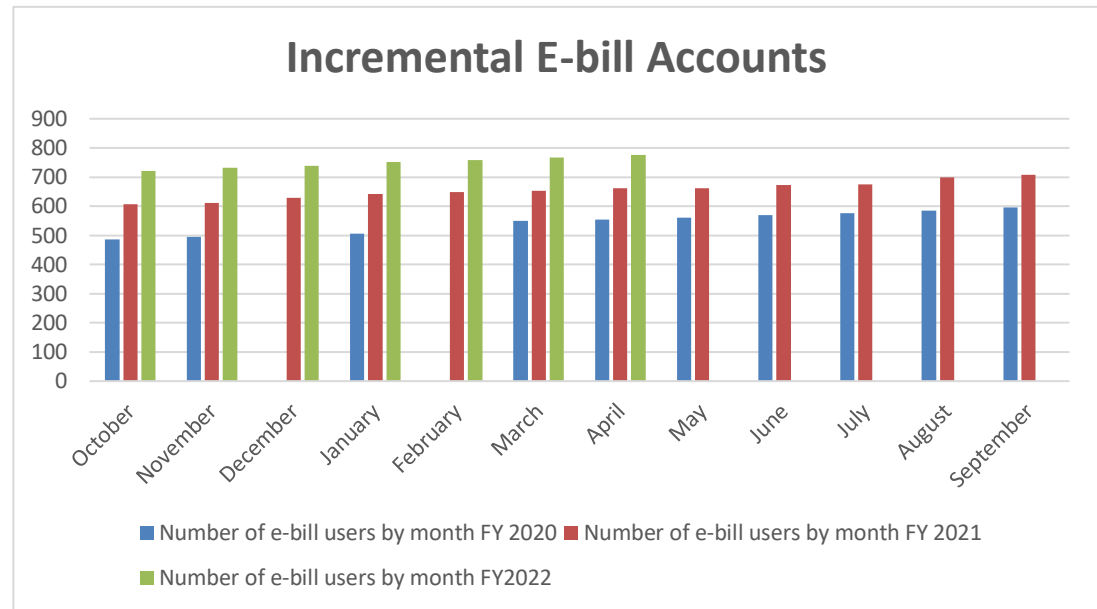


	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>
October	14,022	11,070	10,868
November	10,812	8,348	9,702
December	10,652	9,435	9,193
January	12,810	9,656	9,268
February	11,945	10,334	8,875
March	13,698	10,410	10,960
April	8,583	10,374	10,499
May	9,648	9,863	
June	10,734	10,210	
July	10,836	9,496	
August	9,898	10,112	
September	10,909	10,713	



Number of e-bill users by month

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY2022</u>
October	487	607	722
November	495	612	731
December		629	738
January	506	643	751
February		649	759
March	549	653	767
April	555	661	776
May	561	662	
June	570	672	
July	577	674	
August	584	698	
September	595	708	



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October		\$ 6,940.80	
November		\$ 8,678.89	
December		\$ 7,403.30	
January		\$ 10,348.96	
February		\$ 10,992.74	
March		\$ 12,964.70	
April		\$ 10,480.52	
May			
June	\$ 7,372.46		
July	\$ 10,238.61		
August	\$ 19,296.09		
Septembe	\$ 12,155.35		



Business Tax Receipt Activity - April 2022

Out of Business/Inactive	# of BTRs	Dollar Amount
Total Out of Business/Inactive	0	\$ -

New Approved Applications	# of BTRs	Dollar Amount
Acme Consulting Group	1	\$ 65.63
Assaf Levy	1	\$ 118.13
Broker Model P.A.	1	\$ 118.13
Isonux LLC	1	\$ 520.00
Cash Cloud Inc	1	\$ 52.50
Computer Surgeons	1	\$ 467.50
David W Reich	1	\$ 15.75
Denis Vinogradovs	1	\$ 118.13
HVAC/R International Inc	1	\$ 520.00
Kodner Estate Holdings LLC	1	\$ 1,120.38
Luke Skybroker	1	\$ 157.50
Yes We Are Mad LLC	1	\$ 1,120.25
Masis's Appliances LLC	1	\$ 546.25
Modern Installation Solutions LLC	1	\$ 572.50
Ramon Gabriel Lugo	1	\$ 118.13
Ren Wholesale LLC	1	\$ 520.00
Retroitis LLC	1	\$ 493.75
Ready and Able Inc	1	\$ 493.75
Soflo Unlimited	1	\$ 546.25
St Moritz Security Services Inc	1	\$ 480.63
The Family Shul Inc	1	\$ 415.00
Tran Truong	1	\$ 118.13
Zeglio LLC	1	\$ 15.75
Total New Applications	23	\$ 8,714.04

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	176	\$ 42,927.02
Paid Renewals	2,834	\$ 996,112.24
Total BTRs as of 04/30/2022	3,010	1,039,039.26 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 04/30/2022

Report By Invoice Type

	Description	Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	7570.00	7,570.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	6720.00	6,720.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5924-Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	200.00	.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	1680.00	.00	1680.00	3,360.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$0.00	\$1,680.00	\$200.00	\$34,080.00	\$35,960.00
Invoice Type - ART & SEAFOOD - Arts & Seafood Festival							
# 5472 - Meyers Group LLC	Arts and Seafood Sponsorship	.00	.00	.00	.00	5000.00	\$ 5,000.00
# 4900 - Storm Tight Windows	Arts and Seafood Sponsorship	.00	.00	.00	.00	2,500.00	2,500.00
Arts & Seafood Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.00	\$7,500.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	1920.00	1020.00	.00	120.00		3060.00
Bulk Trash Pk Up		\$1,920.00	\$1,020.00	\$0.00	\$120.00	\$0.00	\$3,060.00
Invoice Type - CRA - Misc CRA							
# 4918 - Arnold & Sharon Nearn	Millennium Facase Grant	.00	.00	.00	.00	6000.00	6,000.00
Misc CRA Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$6,000.00
Invoice Type - FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type - FI - Fire Inspection							
# 3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
# 3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
# 1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
# 4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	219,415.00	219,415.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$236,715.00	\$236,715.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 5848 - USDA - Grant	USDA Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$10,541.64	\$10,541.64
GR Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$10,541.64	\$10,541.64
Invoice Type GR State - Grant Reimb. State of Florida							
# 4438 - Florida Department of	State of Florida	\$0.00	\$0.00	\$0.00	\$0.00	\$105,167.53	\$105,167.53
GR State Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$105,167.53	\$105,167.53
Invoice Type - LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type - MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	30,123.00	11,340.00	11,340.00	.00	36,016.43	88,819.43
Miscellaneous Totals		\$30,123.00	\$11,340.00	\$11,340.00	\$0.00	\$56,258.43	\$109,061.43
Grand Totals							
Grand Totals		\$32,043.00	\$12,360.00	\$13,020.00	\$320.00	\$458,537.96	\$516,280.96

City of Dania Beach

Commercial Solid Waste Report FY 2021-2022

Payments Received

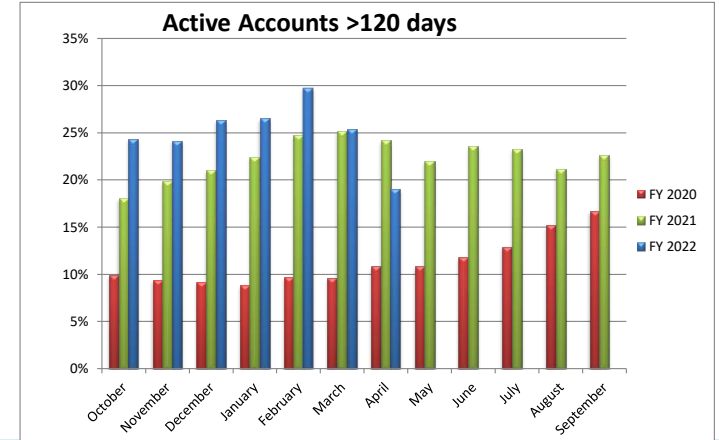
Annual Budget \$ 478,000

	Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Pronto Waste Services	Panzarella Waste & Recycling Services	Great Waste	EZ Waste & Recycling	COASTAL WASTE & RECYCLING INC	WASTE PRO
Permit Application Fee	75.00	75.00		225.00		75.00	75.00		75.00	
Annual Permit Fee	1,000.00	1,000.00		1,000.00		1,000.00	1,000.00		1,000.00	
Monthly Franchise										Monthly Activity
Oct		37,101.99	15,003.66	5,434.05	-	831.56	2,696.75	-	3,861.48	- 64,929.49
Nov	2,992.53	-	19,399.00	4,048.11	-	633.75	5,042.75	-	4,457.18	- 36,573.32
Dec	5,886.76	77,295.51	34,273.98	3,227.09	-	601.47	-	-	2,192.22	- 123,477.03
Jan	3,076.60	-	-	3,890.39	-	919.19	2,402.58	-	2,412.13	- 12,700.89
Feb	No Remittance	116,977.84	13,927.98	5,209.23	-	869.02	3,122.13	-	2,337.28	- 142,443.48
Mar	6,430.13	38,958.86	18,130.52	5,824.22	-	404.22	2,743.07	-	4,164.28	- 76,655.30
Apr	-	44,644.59	17,857.96	7,401.33	-	802.74	2,526.12	-	4,320.35	- 77,553.09
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	18,386.02	314,978.79	118,593.10	35,034.42	-	5,061.95	18,533.40	-	23,744.92	- 534,332.60
Total Receipts	\$ 19,461.02	316,053.79	118,593.10	36,259.42	-	6,136.95	19,608.40	-	24,819.92	- 540,932.60

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

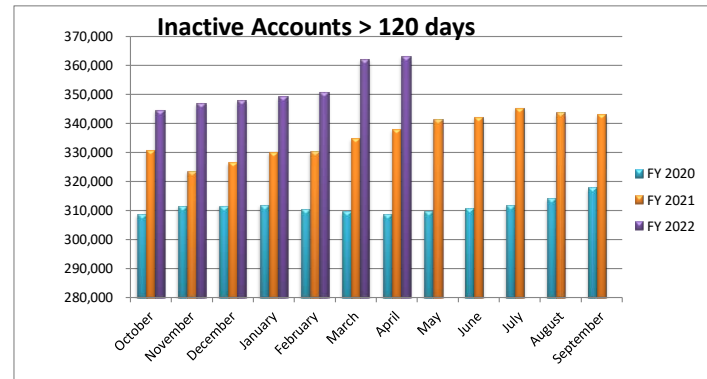
	FY 2020			FY 2021			FY 2022		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	101,263	\$ 1,028,181	10%	183,822	\$ 1,019,908	18%	275,153	\$ 1,130,854	24%
November	102,632	1,094,606	9%	207,753	1,049,166	20%	276,502	1,145,557	24%
December	100,463	1,093,753	9%	227,856	1,082,042	21%	286,708	1,088,332	26%
January	101,513	1,151,809	9%	248,468	1,107,929	22%	309,337	1,166,202	27%
February	105,524	1,086,072	10%	262,649	1,063,670	25%	322,379	1,084,213	30%
March	104,516	1,090,084	10%	262,514	1,042,220	25%	281,908	1,112,053	25%
April	107,366	991,898	11%	273,503	1,129,480	24%	222,556	1,169,668	19%
May	113,868	1,048,083	11%	264,778	1,203,079	22%			
June	127,306	1,078,705	12%	260,736	1,105,993	24%			
July	143,126	1,110,772	13%	248,966	1,069,697	23%			
August	157,934	1,041,324	15%	246,396	1,164,114	21%			
September	167,246	1,005,176	16.64%	250,534	1,107,838	23%			
Annual Avg	\$ 119,396	\$ 1,068,372	11%	\$ 244,831	\$ 1,095,428	22%	\$ 282,078	\$ 1,128,126	25%



Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2020			FY 2021			FY 2022		
	>120 Past Due			>120 Past Due			>120 Past Due		
	Due	>120 Past Due	% +/-	>120 Past Due	% +/-		>120 Past Due	% +/-	
October	308,582	330,831	7%	344,685	4%		344,685	4%	
November	311,477	323,648	4%	346,914	7%		346,914	7%	
December	311,598	326,595	5%	347,964	6%		347,964	6%	
January	311,938	330,267	6%	349,252	5%		349,252	5%	
February	310,421	330,406	6%	350,890	6%		350,890	6%	
March	309,600	334,793	8%	361,917	7%		361,917	7%	
April	308,699	337,912	9%	363,125	7%		363,125	7%	
May	309,813	341,380	9%						
June	310,711	342,137	9%						
July	311,770	345,332	10%						
August	314,242	343,626	9%						
September	317,910	343,127	7%						
Annual Avg	\$ 311,397	\$ 335,838	7%	\$ 352,107	5%				



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/21 (Audited)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
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\$ 325,000	\$ 25,936,560
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(Uses) / Additions:

October	-	(1,317,805)
November	-	(270,150)
December	-	(137,437)
January	(11,500)	-
February	(21,765)	-
March	-	-
April	(7,041)	(217,701)
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-

Sub-Total (Uses) / Additions

(40,306)	(1,943,093)
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Sub-Total Available

284,694

23,993,467

Other Considerations

GFOA/City Commission 25% Reserve

(12,500,000) est.

Bridge Loans - S.E. Stormwater

(1,000,000)

Estimate of Availability at 09/30/22

\$ 284,694	\$ 10,493,467
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#001-18-00-519-99-10
Contingency Account
Original Budget

\$ 325,000

Uses:

	Total	
Oct	-	
Nov	-	
December	-	
January	(11,500)	Art Sculputre 6,000
		League of Cities event 5,000
February	(21,765)	BHM-\$4,765; Lighthouse 4 Students \$5k
		Summer Financial Literacy Prog \$7k; Presteige club \$5k
March	-	
April	(7,041)	Beach Resroom Mural \$2.5k; Eath day \$2.5k
May		Golf Scholorship \$1k; Teacher awards \$540; e-note boo
June		
July		
August		
September		
Balance Remaining	\$ 284,694	

City of Dania Beach

General Fund

Analysis of

Fund Balance

	<u>Balance 10/1/21</u>	25,936,560	
Uses: <u>#389-90-01</u>			
October	(1,317,805)		Rollover PO's+ \$5k RISE c/o and Cap Proj c/o of \$265,505
			FDOT Perpetuity Suretyfor holiday lights \$70k
November	(270,150)		Citywide speed hump project \$87,969; Marine industry c/o \$71,25
December	(137,437)		HMGP Grant
January			Security Services Contract
February			
March			
April	(217,701)		Ryan and Ryan inv \$42,701; Casino Litigation Appeal \$175k
May			
June			
July			
August			
September			
Total Uses (Sources)	<u>(1,943,093)</u>		
Estimated Balance Available 09/30/21	<u>\$ 23,993,467</u>		
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(12,500,000) est.		
Bridge Loans - S.E. Stormwater	(1,000,000)		
Estimate of Availability at 09/30/22	<u>10,493,467</u>		