

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 28, 2023 - 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. C.W. Thomas Park Conceptual Design Powerpoint Presentation by Bermello Ajamil & Partners
- 2. City Investment Portfolio update by Chief Financial Officer Frank DiPaolo and Public Trust Advisors

3. City Manager Presentation

4. Special Event request from the Community Redevelopment Agency for the "Dania Beach 2023 Arts and Seafood Celebration", to be held on April 1-2, 2023, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closure of Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street. *(Parks & Recreation)*

4. PROCLAMATIONS

1. Black History Month - Commissioner Davis

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of January 24, 2023 City Commission Meeting
Approve Minutes of January 31, 2023 City Commission Workshop - Advertising & Marketing

2. Travel Requests: None

3. RESOLUTION NO. 2023-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA DEPARTMENT OF EDUCATION TO REVERSE ITS REJECTION OF AN ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES IN STATE HIGH SCHOOLS; OPPOSING THE DEPARTMENT OF EDUCATION'S POSITION THAT THE ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES WILL INDOCTRINATE STUDENTS TO A POLITICAL AGENDA; SUPPORTING THE NEED FOR ADVANCED PLACEMENT COURSES ON AFRICAN AMERICAN STUDIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Davis)*

4. RESOLUTION NO. 2023-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE HONORABLE MERRICK GARLAND, THE UNITED STATES ATTORNEY GENERAL, AND THE HONORABLE PETE BUTTIGIEG, THE UNITED STATES SECRETARY OF TRANSPORTATION, TO SUPPORT JETBLUE'S ACQUISITION OF SPIRIT AIRLINES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

5. RESOLUTION NO. 2023-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH INTERLOCAL IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A", WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

6. RESOLUTION NO. 2023-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A"; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2023-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-21-GG-02086-JAGX); AUTHORIZING THE

EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2023-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-22-GG-02086-JAGX); AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

10. ORDINANCE NO. 2023-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO CLARIFY THE FEE SCHEDULE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2023-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, ENTITLED “VACATION RENTALS”, SECTION 16-2, ENTITLED “VACATION RENTALS”, OF THE CITY CODE OF ORDINANCES, TO REQUIRE ADDITIONAL INFORMATION BE INCLUDED ON THE MANDATORY POSTING OF EACH VACATION RENTAL LOCATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**
(Community Development)

2. RESOLUTION NO. 2023-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SEAVIEW AT DANIA BEACH PLAT (PL-002-23), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD 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)*

3. RESOLUTION NO. 2023-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-068-23) AND VARIANCES (VA-005-23, VA-006-23, VA-007-23, VA-008-23, VA-009-23, VA-010-23, VA-011-23, VA-012-23) FOR PROPERTY OWNER CITY OF DANIA BEACH, AND PROPOSED OCCUPANT, LUCKY FISH II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 65 N. BEACH ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

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

5. Mayor Ryan

12. APPOINTMENTS

1. Education Advisory Board
Vice-Mayor Lewellen - 1 appointment
2. General Employees Pension Board
1 Commission Appointment - Luis Rimoli's term expires March 22, 2023 (Mr. Rimoli is interested in continuing to serve)
3. Police and Fire Pension Board
4 Commission Appointments
David Nuby, Jr., Rae Lair (f/k/a/Sandler), Dean Harley & Patricia Fuccile terms expire March 2023 (all members are interested in continuing to serve)

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
 - a) Charter Review Board discussion
 - b) Negotiations with FDOT and FAU
 - c) Use of City logo for City Place groundbreaking
 - d) Use of City logo on Dania Beach Lions Club pin for members
3. City Clerk - Reminders

Tuesday, March 7, 2023 - 7:00 p.m.
Tuesday, March 14, 2023 - 5:00 p.m.
Tuesday, March 14, 2023 - 7:00 p.m.
Thursday, March 16, 2023 - 5:00 p.m.

City Commission Workshop - City Attorney
CRA Board Meeting
City Commission Meeting
City Commission Workshop - Advertising & Marketing Follow-up

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Special
Event
Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event Request from the Community Redevelopment Agency for the "Dania Beach 2023 Arts and Seafood Celebration", to be held on April 1-2, 2023, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closure of Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street.

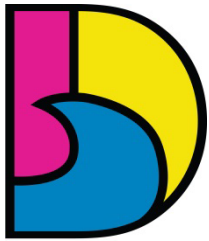
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Signed Memo to City Commission - Arts and Seafood Celebration, Special Events Application
Dania Beach 2023 Arts and Seafood Celebration January 19 -2023 (002), Arts and Seafood
Celebration Flyer Dec 2022, DANIA BEACH ART SEAFOOD CELEBRATION SITE PLAN
DRAFT #1, Parking at the Casino at Dania Beach 1-18 2023



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: February 28, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks & Recreation Director Eric Brown Digitally signed by Eric Brown
DN: cn=Eric Brown, o=City of Dania Beach,
ou=Dania, email=ebrown@dania-beach.fl.gov, c=US
Date: 2023.01.30 15:12:01 -0500

RE: Special Events Application Request for the 2023 Arts & Seafood Celebration scheduled for Saturday, April 1, 2023 and Sunday, April 2, 2023

REQUEST

A Special Event is requested by the Dania Beach Community ReDevelopment Agency for the Dania Beach Arts and Seafood Celebration on Saturday, April 1, 2023 and Sunday, April 2, 2023. The requested event will be held at Frost Park located at 300 N.E 2nd Street, Dania Beach, FL 33312 from 11:00 a.m. to 8:00 p.m. on Saturday and from 11:00 a.m. to 6:00 p.m. on Sunday.

BACKGROUND

The Dania Beach Arts and Seafood Celebration is in its 9th year of celebration. The main event features live music from your favorite local and regional bands. This event will include food vendors, fine artists, crafters, sponsor booths, activities for children, live performance art, chef showcase, and seafood galore.

This will be a fun filled event for the community and family to enjoy.

BUDGETARY IMPACT

The special events application fee for this event is \$300.00.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Fire Prevention Officer Zipoli	No concerns raised.	
BSO Police Dept. - Sgt. Tarala	BSO will have BSO deputies on detail. No	

	concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building Permits are required for this event. Electrical, Plumbing, and Building permits. No further concerns raised.	
Community Dev. – Joyce McPhee	No concerns raised.	
City Attorney - Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI required. No further concerns raised.	
Parks & Recreation - Eric Brown	No concerns raised.	
Public Services - Fernando J. Rodriguez	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: DANIA BEACH 2023 ARTS AND SEAFOOD CELEBRATION

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

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

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

Location: Frost Park 300 N.E. 2nd Street, Dania Beach FL 33004

Expected maximum attendance 12,000 over 2 days Expected sustained attendance N/A

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

If yes, please list the past dates, locations and attendance

Annually at Frost Park, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2022

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

Arts and Seafood Festival featuring, live music, food vendors

fine artists, crafters, sponsor booths, kids activities,

live performance art, chef showcase

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>Week/3-28-4-1-2022</u>	<u>Monday to Friday</u>	<u>9:00am</u> AM/PM	<u>5:30 pm</u> AM/PM	<u>50</u>
EVENT DAY 1:	<u>April-1-23</u>	<u>Saturday</u>	<u>11:00 am</u> AM/PM	<u>8:00pm</u> AM/PM	<u>6,000</u>
EVENT DAY 2:	<u>April-2-23</u>	<u>Sunday</u>	<u>11:00 am</u> AM/PM	<u>6:00 pm</u> AM/PM	<u>6,000</u>
EVENT DAY 3:	<u></u>	<u></u>	<u></u> AM/PM	<u></u> AM/PM	<u></u>
BREAKDOWN:	<u>April-2-3-23</u>	<u>Sunday & Monday</u>	<u>6:00pm</u> AM/PM	<u>5:00pm</u> AM/PM	<u>30</u>

PART II: APPLICANT

Organization Name Dania Beach CRA **Name of Authorized Signatory** K.Michael Chen
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 100 West Dania Beach Blvd. **City, State, Zip:** Dania Beach FL 33004
Date of registration: 2003 **State registered in:** Florida **Federal ID #** 55-0844832
Email Address: mchen@daniabeachfl.gov **Phone:** 954-924-6801 ext. 3732
Event Coordinator Name K.Michael Chen **Phone:** 954-924-6801 ext.3732
Title: CRA Executive Director **Phone:** 954-924-6801 ext 3732 **Cell:** 954-779-9578
Email address: mchen@daniabeachfl.gov **Fax:** 954-921-2604
Additional Contact Name Kathleen Weekes **Will you be on site?** ☒ Yes ☐ No
Title: CRA Operations Manager **Phone:** 954-924-6801 ext 3732 **Cell:** 954-924-7847
Email address: kweekes@daniabeachfl.gov **Fax:** 954-921-2604
Event Production Company (if other than applicant) Standing Ovations
Address: 2607 West End Road **City, State, Zip:** West Palm Beach, FL 33406
Contact Name: Stewart Auville **Title:** President
Phone (day) 561-951-4443 **(night)** 561-951-4443 **Cell:** 561-951-4443
Email address: saawpb@gmail.com **Fax:** N/A

PART III: EVENT INFORMATION

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

Admission/Registration ☒ Yes ☐ No **If yes, how much? \$** 5.00
Alcohol for Sale ☒ Yes ☐ No **Alcohol for Fee** ☒ Yes ☐ No

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

Mobile bar and tented bar provided by professional food and beverage concessionaire-ID checks enforced

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

Amusement Ride ☒ Yes ☐ No

If yes, name a contact of company: Catabella Express

What type of rides are you planning? Catabella Express Train Ride

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

Electricity ☒ Yes ☐ No **Generator** ☒ Yes ☐ No **Amount of Kilowatts** TBD

Events requiring electricity must be permitted.

Company: CTS Power LLC License #: To Be Provided

Name of Electrician: Chris Adams Phone: _____

Entertainment ☒ Yes ☐ No

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

Fencing or Barricades ☒ Yes ☐ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: N/A

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

Food Vendors ☒ Yes ☐ No

Food Trucks ☒ Yes ☐ No

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

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

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

☒ Yes ☐ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ☐ No

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

Amplified, Acoustic, Live Performances, MC, DJ

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

Speakers, Amplifier, drums Backline for musicians, sound board for musicians and DJ

Stages ☒ Yes ☐ No Type (wood, metal, trailer stage, etc.) SL-250 Mobile Stage 32ft by 42 ft. with two 8ft by 8ft. WINGS
Stages may require permits.

Days and times music will be played: April 1st from 11:00 am to 8:00 pm- April 2nd from 11:00 am to 6:00 pm

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

Parking Impact ☐ Yes ☒ No If yes, lot location(s)? Parking at Casino @ Dania Beach Parking lot

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

Road Closings ☒ Yes ☐ No If yes, define Closure(s) Fronton Blvd. from NE 2nd St. to NE 1st St.

Date(s) of Closure April 1st to April 3th Time(s) of Closure Closed Friday 8:00am- Open Monday April 3, 9:00am

Sanitation & Waste

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

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

Company Name Coastal Waste & Recycling Contact Phone 954-947-4000

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

Security/Police ☒ Yes ☐ No

Name Broward Sheriff Office Police Phone 954-831-8199

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

Security Company To be hired Contact N/A Phone N/A

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each? 20 10x10: 2 20 x 30: 1 30X80 :2 10x20 See Site Plan

Company Name C 4 Rents Contact Craig Martin Phone 561-478-2525

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

Toilets ☒ Yes ☐ No

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

Transportation Plan ☒ Yes ☐ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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

K. Michael Chen

Digitally signed by K. Michael
Chen
Date: 2023.01.19 10:10:07 -05'00'

Event Coordinator Signature

Date

DANIA BEACH

Arts & Seafood

CELEBRATION



SAT | APRIL 1
11AM - 8PM

SUN | APRIL 2
11AM - 6PM



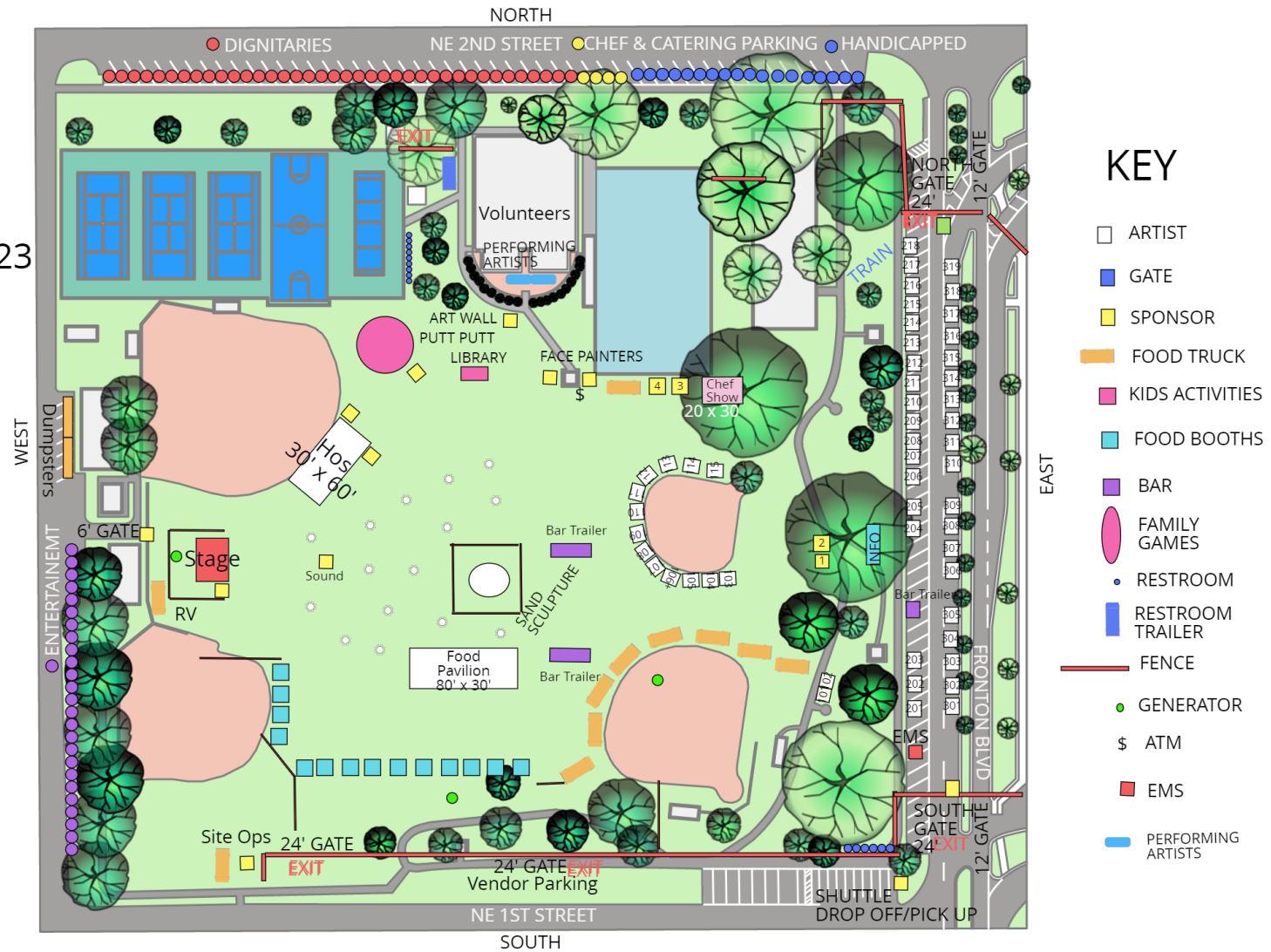
INFORMATION: 954-924-6801 x 3739 or 3750

DaniaBeachArtsandSeafoodCelebration.com



DANIA BEACH
COMMUNITY REDEVELOPMENT AGENCY

DANIA BEACH ART & SEAFOOD CELEBRATION 2023



DANIA BEACH ARTS & SEAFOOD CELEBRATION 2023 - Apr 01, 2023

Frost Park - Overall View

DANIA BEACH ARTS & SEAFOOD CELEBRATION 2023

Powered by allseated

GRAPHIC SCALE
0 25 50 100
1" = 50'

DANIA
JAI ALAI
DANIA BEACH - FLORIDA

F3
ARCHI
TECH
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ARCHITECT OF RECORD
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LANDSCAPE ARCHITECT
GA

CLIENT: Dania Jai Alai
PROJECT: Dania Jai Alai
DATE: 10/15/2015

ISSUANCE HISTORY
REV. DATE
1. 10/15/2015

DESIGNER: T. D. DODGE
CHECKER: T. D. DODGE
DATE: 10/15/2015

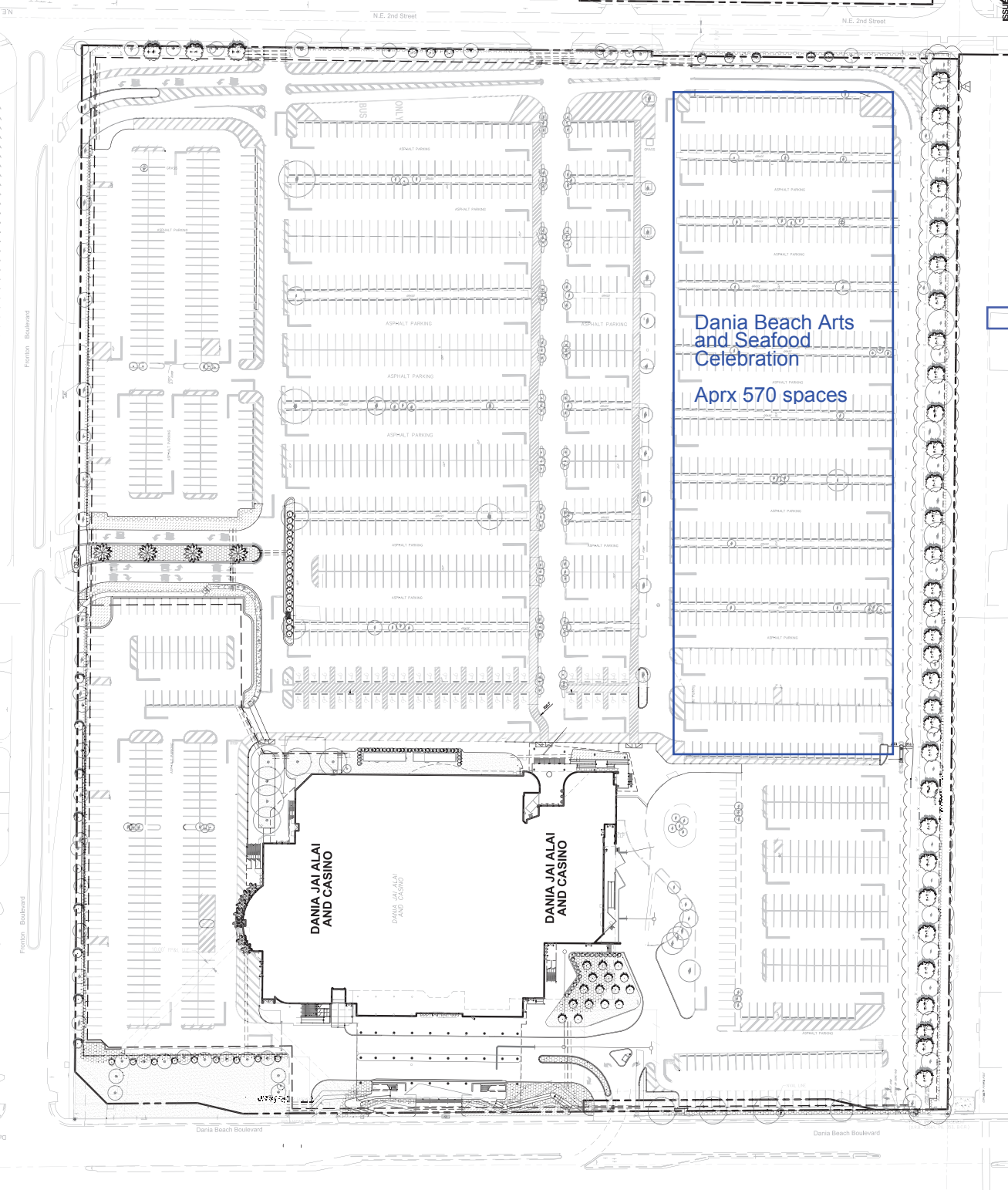
ALL EXISTING LEVELS MAY
VARY SLIGHTLY FROM
THOSE SHOWN HEREIN
DUE TO FIELD CONDITIONS
AND SURVEYING METHODS
USED IN THE PREPARATION
OF THIS PLAN.

FIELD VERIFY ALL
DIMENSIONS

IRIGATION PLAN

SCALE: 1"=50'
DATE: OCT 15, 2015
PROJECT CODE: 135680

LI-1



Dania Beach Arts
and Seafood
Celebration
Aprx 570 spaces

SeaFood
Festival

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, Black History Month is a national event celebrating the contributions of African American people in their struggles for freedom and equality, and their part in the development of our Nation's history; and

WHEREAS, in 1926, historian and author Carter G. Woodson, who is known as the father of Black History study, introduced Negro History Week as a reaction to racism and to highlight the role African Americans have played in the development of civilization; since that time, Negro History Week has been expanded to encompass the entire month of February, and has also undergone a change in terminology; and

WHEREAS, in 1986, Congress passed Public Law 99-244 which designated February 1986 as "National Black (Afro-American) Month"; and

WHEREAS, this year's theme for Black History Month, "Black Resistance", takes a look at how African Americans have fought repression from America's earliest days, from escaping the plantation, to the rise out of poverty and the struggle for equal housing and education, to the struggle for voting rights, the resistance lives on even into the 21st century; and

WHEREAS, Black History Month offers us an opportunity to honor pioneer families and past elected officials of African American descent who have served our great city: Leola Collins (Humanitarian-Collins Elementary School named in her honor); Jacob Robinson (First African American Postal Clerk at the Post Office, Sub-Station A); Thomas H. Hampton (First African American Policeman); Veta Mae Peterman (First African American on Dania Beach Housing Authority); Horace McCutcheon (First African American Grocery Store Owner and First African American to serve on the Dania Beach Code Enforcement Board); Mildred Jones (Community Activist); Dr. Von D. Mizell (helped found the NAACP's Broward Chapter in 1945); J.A. Ely (First African American Principal of Attucks School); Boisy N. Walters (First African American Commissioner); Chester Byrd (First African American Mayor); and Bobbie H. Grace (First African American Female Mayor and Commissioner); and

WHEREAS, the City of Dania Beach honors its two currently serving African American elected officials, Commissioner Joyce L. Davis, an educator who is pursuing a Ph.D. in Human Services with a concentration in Community Intervention and Leadership, and Commissioner Tamara James, the youngest mayor elected to the City of Dania Beach and previously a professional athlete; and

WHEREAS, June 19th has a special meaning to African Americans, and is called "Juneteenth", combining the words June and Nineteenth, and has been celebrated by the African American community as Emancipation Day for over 150 years. On February 9, 2021, the City Commission of the City of Dania Beach adopted Resolution No. 2021-020, specifically recognizing "Juneteenth" as an official city holiday for its residents and employees.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim the month of **February 2023** as:

BLACK HISTORY MONTH

in the City of Dania Beach and encourage our citizens to join in learning about and celebrating the contributions African Americans have made to the world, to our country, and to our community.

Dated this 28th day of February 2023

THOMAS SCHNEIDER, CMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

SEA IT. LIVE IT. LOVE IT.

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 24, 2023 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
Deputy City Clerk:	Erin McClendon

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Green Advisory Board recycling presentation

Laura Lombardo, 1401 NW 10 Street, member of the Green Advisory Board, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

She spoke about contaminated recycling and vacation rentals being the problem and the issue of communication between all involved, owner, renter, etc. She explained procedures that other cities utilize.

Commissioner James asked what happens when we are short of our goals and what the consequences are to the municipality.

Ms. Lombardo asked about the contract the City has with Waste Management and stated the recycling goal of 25% was set in 2008.

Commissioner James questioned if we should look at that again and get in line with what is happening now and asked if we are being fined for being short of 25%.

Ms. Lombardo said she is not aware of any fines for being short of the 25%. Due to the lack of awareness of what goes in the bins is why it is turning out to not be successful.

Commissioner James asked about the policy that she is referring to and said that she is open to entertaining options.

Ms. Lombardo responded besides giving contamination warnings and taking bins, they have not come up with anything and she is hoping the Commission could help. She suggested magnets or stickers.

Commissioner Salvino noted the magnets should list what products are recyclable. He felt if they get cited multiple times, maybe the fine should accumulate to an annual fee with what the second can would cost us as a City, so that we do not have to worry that they are not going to recycle.

Mayor Ryan asked if this is more of a recycling problem or an Airbnb problem.

Ms. Lombardo said people are just not aware and short-term rentals are an easier target.

Mayor Ryan noted his problem is with giving special privileges. He likes the valet trash service and knows it is pricey but if they have vacation rentals, they should be responsible for it.

Vice-Mayor Lewellen said if the problem is with vacation rentals, it is because they just do not care, it is not their home. She inquired as to the legalities of this and the cost to enforce it.

City Manager Garcia noted some great ideas have been discussed. We should start with a social media awareness campaign and get information out to the people. There are people who do not want to do it; give them a number of months for the campaign to start. We do not want our code officers to be garbage police. It is a start to inform people and let them know what the consequences would be.

Commissioner Davis thanked Ms. Lombardo for inviting her to the Green Advisory Board meeting and she hopes more colleagues will attend the meetings. They are planning on working on an interlocal agreement with the Solid Waste Working Group.

Mayor Ryan added we want to tackle this head on.

- 3.2 Special Event request from Goodman Public Relations to host "Tri-Rail Rail Fun Day" to be held at 500 Gulfstream Way (Tri-Rail Airport Station) on February 4, 2023, from 11:00 a.m. - 3:00 p.m. (*Community Development*)

Vice-Mayor Lewellen motioned to approve the Special Event request for Tri-Rail Rail Fun Day; seconded by Commissioner Davis. The motion carried unanimously.

4. Proclamations

There were no proclamations on the agenda.

5. Citizen Comments

Mary Jane Myscich, 4731 SW 43 Avenue, noted she is here to present petitions against vacation rentals and spoke about being against vacation rentals in their community. She wants to have them eliminated in the future as there are a lot of security issues. There was a shooting in one vacation rental across from her. The values of the properties are going up and now the workers in the community cannot buy a house. (A copy of the petition and police report are attached to and incorporated into these minutes.)

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, said he attended a Captains meeting this morning and learned about the training facility and all it has to offer. He spoke on recent arrests in the City. They were made aware of social media accounts and websites that are supporting the forest defenders who are targeting B&G Construction. BSO is upping their security at the B&G Spirit Headquarters site. He spoke about a pilot program for housing a social worker at their Dania Beach office and how the social worker can assist with homeless outreach.

Commissioner Salvino asked why, when BSO picks up someone with two felony warrants and they have been arrested, they are still out there.

Captain Marks responded it is out of their hands, it is up to the attorneys and the judge. He explained the process and said they can only make suggestions.

Commissioner James asked about businesses that tie into the Real Time Crime Center and gave the example of Miami Gardens. She asked if there is something similar that we could do in the City and what are ways we can make things better.

Captain Marks noted it is more of a question for legal to mandate businesses and added there is a program out there to do it.

City Attorney Boutsis said Chief Financial Officer DiPaolo and Information Technology Director McFarlane went to the Real Time Crime Center to see about what we can do.

Commissioner James asked if it would be just City Hall or the entire city.

Captain Marks responded the entire city; they are working on Dania Pointe right now and he has a card that can be passed out.

Chief Financial Officer DiPaolo said they met with BSO to see how it works and they are working with them to get a quote to connect into their system. We wanted to make sure our system can connect in, and it can.

Commissioner James asked for an update regarding the employee on the beach.

Captain Marks noted he has not followed up on it as it was a misdemeanor, but he will follow up. He added the Deerfield Beach captain invited BSO up to to see their Real Time Crime Center and their PAL program; he can schedule a time for everyone to visit the center.

Vice-Mayor Lewellen asked if it would be the City of Dania Beach itself or the individual businesses hooking up to the system.

Captain Marks said the individual business as well. It will intertwine with all the programs and equipment, both inside and outside. It would be dependent on the entity that wanted the cameras. The program is invaluable and has proven to be in multiple cities.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including call volumes. He spoke about a fire at a multiple-unit dwelling on January 21st and a residential fire on January 23rd. Both fires are still under investigation. He will bring crews next month to be recognized. He gave an update on the new Fire/EMS vehicle and will arrange a station visit when the new truck is here.

7. Consent Agenda

7.1 Minutes: None

7.2 Travel Requests:

Request from City Manager Ana M. Garcia to attend the Legislative Meetings in Tallahassee, Florida on February 6-7, 2023 (Estimated cost \$1,231.95) (*City Manager*)

Resolutions

7.3 RESOLUTION #2023-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE THREE (3) PIECES OF HEAVY EQUIPMENT FOR THE PUBLIC SERVICES DEPARTMENT, IN AN ESTIMATED AMOUNT OF SIX HUNDRED FORTY FIVE THOUSAND NINE HUNDRED SIXTY NINE DOLLARS (\$645,969.00), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACTS FSA20-EQU18.0 AND FSA22-VEH20.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

7.4 RESOLUTION #2023-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE INFLOW AND INFILTRATION MAINLINE REPAIRS PROJECT, PROVIDING FOR CONFLICTS AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Commissioner James motioned to adopt the Consent Agenda, seconded by Commissioner Salvino. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no bids or requests for proposals on the agenda.

9. Public Hearings

9.1 ORDINANCE #2023-001 *Continued*

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND WITHIN THE AREA KNOWN AS THE CITY OF DANIA BEACH OCEAN FRONT PARK, AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

City Attorney Boutsis read the title of Ordinance #2023-001 and addressed the reasons for her request to continue this item until the March 14th Commission meeting. FDOT is still reviewing the draft Interlocal agreement for the City of Hollywood. The City of Hollywood's second reading should go before our second reading, so that we know we are dealing with the final document.

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

Commissioner Salvino asked why three more meetings.

City Attorney Boutsis explained it is two readings of each commission; two for City of Hollywood, two for us and the last for the County Commission.

Commissioner Salvino said if we agree tonight, then we would pass our part, then Hollywood has to go back and pass their part. FDOT now wants to readjust things.

City Attorney Boutsis noted they are looking at the final terms presented by the City of Hollywood to ensure that they are in agreement allowing the City of Hollywood to park in our facility for four 5-year terms without paying for that ability.

Commissioner Salvino asked if we could move it up.

City Attorney Boutsis responded yes, if we can, she certainly would do so.

Commissioner James asked if the County does have additional comments, could we come back and amend it.

City Attorney Boutsis said yes, but that would be two more meetings and she is trying to get it done and avoid many more meetings. The City of Hollywood would need to accept the terms first.

Commissioner Salvino asked how they could change it if they already agreed to it.

City Attorney Boutsis noted the initial agreement did not include any parking for the City of Hollywood.

Commissioner Davis asked about dates for the upcoming meetings.

City Attorney Boutsis said she would email the Commission when she has all the dates.

Vice-Mayor Lewellen motioned to continue Ordinance #2023-001, on second reading, until the March 14, 2023 City Commission meeting at 7:00 p.m.; seconded by Commissioner Salvino. The motion carried unanimously.

9.2 ORDINANCE #2023-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, THE "LAND DEVELOPMENT CODE", PART 8, "TECHNICAL APPENDIX," ARTICLE 811, "PUBLIC ART PROGRAM," BY AMENDING ARTICLE 811 AT SECTION 811-20, "DEFINITIONS", SECTION 811-30, "PUBLIC ART PLAN AND IMPLEMENTATION GUIDELINES"; SECTION 811-40, "ART AND ARTIST SELECTION CRITERIA; PUBLIC ART PROGRAM GUIDELINES" TO REQUIRE COMPLIANCE WITH PROCUREMENT GUIDELINES; SECTION 811-130, "PUBLIC ART ADVISORY BOARD", AND SECTION 811-140, "MURAL GUIDELINES", TO CLARIFY THAT ALL MURALS AND ART WORK, WHETHER PURCHASED WITH PUBLIC ART FUNDS OR NOT, AND WHETHER DONATED TO THE CITY OR PURCHASED BY THE CITY OR A THIRD PERSON WOULD REQUIRE REVIEW BY THE PUBLIC ART ADVISORY BOARD AND A RECOMMENDATION FROM SAID BOARD TO THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**
(Community Development)

City Attorney Boutsis read the title of Ordinance #2023-002 and advised of the revised memo distributed on the dais.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the text amendment amending the Public Art Program and addressed changes made to the ordinance since first reading regarding the definition of Public Art: Public Art and Murals on public or private property shall require approval of the PAAB if they are within public view via public right of way. Public Art and 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.

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

Commissioner Salvino motioned to adopt Ordinance #2023-002, on second reading; seconded by Commissioner Davis. The motion carried unanimously.

9.3 RESOLUTION #2023-006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE WAIVER OF REPLAT REQUEST (OT-094-22) SUBMITTED BY THE PROPERTY OWNER, THE CITY OF DANIA BEACH, FOR THE PROPERTY GENERALLY LOCATED AT 230 SW 1 COURT IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of Resolution #2023-006.

Corinne Lajoie, Assistant Director of Community Development, gave a presentation on the waiver of replat request for Mullikin Park.

Commissioner James asked if we did the same thing with C.W. Thomas Park.

Community Development Assistant Director Lajoie explained C.W. Thomas Park was different because there was an easement running through the center of it that got in the way of the buildings that were being proposed. This is different because it is on the perimeter; we are vacating these roadways and giving the park more land.

Commissioner James asked why we could not waive the replatting requirement.

Community Development Assistant Director Lajoie noted we did waive the requirement with C.W. Thomas Park and felt Commissioner James was remembering the vacation request.

Commissioner James questioned what we had to go back to Broward County for.

Community Development Assistant Director Lajoie said she believes we needed a letter from Broward County stating we did not need to plat.

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

Commissioner Salvino motioned to adopt Resolution #2023-006; seconded by Commissioner Davis. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Sign code regarding murals - Commissioner James

Commissioner James said she thought the Commission had asked staff to come back with some language to look into. We can move it to the next meeting, but she would like staff to come back with some suggestions.

Deputy City Manager Sosa-Cruz said correct, we are looking to update murals and business signage. We are looking at the set criteria for each district and plan to do a presentation at the second meeting in February.

10.2 RESOLUTION NO. 2023-007

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ACCEPT THE PUBLIC ART DONATION ENTITLED “TOTOR,” DESIGNED BY PUBLIC ARTIST, STÉPHANE BOLONGARO; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of Resolution #2023-007.

Eleanor Norena, Director of Community Development, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner James said she loves the concept of the dog park; it would invite dog owners to have Instagrammable moments. Her only concern would be the dog waste and cleanup.

Commissioner Salvino asked what the cost is to move the piece from France.

Community Development Director Norena said \$4,000.00 plus about \$500.00 for the base; no more than \$5,000.00.

Commissioner Salvino noted he votes for the dog park.

Commissioner Davis said she likes the dog park for the obvious reasons but City Hall and Frost Park both have more visitors. She wants the most trafficable location and is leaning towards Frost Park.

Vice-Mayor Lewellen asked if it would be inside or outside of the dog park.

Community Development Director Norena responded they are recommending outside due to the cost of the park and security.

Vice-Mayor Lewellen noted her concern is graffiti and asked if we are still having issues with Tiger Tail Lake.

City Manager Garcia said graffiti is a problem in all South Florida. The piece will attract many visitors and she wants the Commission to take into consideration the Arts & Entertainment

District that we are trying to create here and that we have security here at City Hall on a 24/7 basis.

Vice-Mayor Lewellen commented she understands there has been issues with the lake at Tiger Tail Park with dumping and there may be more significant issues going on.

City Attorney Boutsis responded preliminary reports say it may just be settling of concrete that was put into the lake, but they are waiting for the final tests. We should have the results back by the end of the week.

Vice-Mayor Lewellen said her vote is for City Hall because of the Arts & Entertainment and the issue of security. As to Frost Park, she asked if we are going to continue to keep events there.

Eric Brown, Director of Parks & Recreation, noted Frost Park is going to become a stadium so if it went to Frost Park, it would have to be moved eventually.

Commissioner Salvino felt we should put the pieces where they coordinate. It seems more fitting to put it at the dog park.

Commissioner James noted we have put art in places that do not have surveillance. We have the mural on 1st Street and the one on Federal Highway that do not have security. We need to look citywide and not concentrate all in one area. She loves the option to have it at the dog park as it provides visibility. If it is problematic, we could move it.

Commissioner Davis asked about the parking capacity at Tiger Tail Park.

Deputy City Manager Sosa-Cruz confirmed there are 10 spaces at the park.

Commissioner Davis noted she would switch her vote to City Hall.

Vice-Mayor Lewellen said she does not oppose it, but parking is lacking, and we do not own the property.

Commissioner Salvino commented it is more than just placing it there for the traffic.

Mayor Ryan asked if the piece has been completed yet.

Community Development Director Norena said she would have to ask the artist, but she does not think he would start before he had the agreement from the City.

Mayor Ryan asked the Commission to vote by a show of hands on the location.

Frost Park – none

City Hall – Vice-Mayor Lewellen, Commissioner Davis

Tigertail Park – Mayor Ryan, Commissioner James, Commissioner Salvino

Commissioner James motioned to adopt Resolution #2023-007; seconded by Vice-Mayor Lewellen. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about attending the Martin Luther King gala and parade. She really enjoyed it and there was a great showing of diversity. She had a great time at the parade but would have liked to see more people participate in it. She attended the Broward League of Cities event held at the Marriott; it was well attended and a good way to put our City on the map. She attended the Prestige Club event on Saturday night, and they did the Christmas event and gave a lot of gifts out to Broward County including kids in Dania Beach. She is hoping that they could support that event in the future.

11.2 Commissioner James

Commissioner James said she wants to discuss C.W. Thomas Park. She is concerned it is falling by the wayside.

Eric Brown, Director of Parks & Recreation, noted staff should have something to bring back to the Commission on the 30th. He will be getting numbers again for C.W. Thomas Park and they are working diligently to get it off and running.

City Manager Garcia explained the challenge was that \$18.5 million was set aside and when the new quotes came in, it skyrocketed in excess of \$30 million. They met with them to go back to the drawing board and phase it in. The goal is to come back to the Commission with phasing and options.

Commissioner James asked when they come back with something, if the Commission could vote on it at that meeting instead of waiting until the next meeting.

City Manager Garcia said yes, we will bring the design, everything that will be included in phase one, the cost, and the game plan.

Parks & Recreation Director Brown added he met with the City Manager and Deputy City Manager, and they came up with something that was nice. It will be coming back to the Commission soon.

Commissioner James thanked the Renaissance Corporation for putting on the Martin Luther King event. She agrees certain things could have been done differently. Our business district is struggling and hardly any businesses are open on US-1. The route was shortened, and she wants to take it back to where it was before. She would like more collaboration and looks forward to growing the event.

Commissioner James noted she has obtained the quote for the literacy program, and it is going to be about \$8,700.00 for the entire program. She would like authorization to use her funding and wanted to know if others would like to add anything to it. Commissioner Salvino said he would add \$1,000.00 and Vice-Mayor Lewellen said she would add \$2,000.00.

Commissioner James said she would like to call a special meeting or workshop regarding the email that has been circulating. She has had several conversations and is concerned about the things she has been hearing.

Mayor Ryan commented as long as we make it public and give prior notice we can meet.

City Attorney Boutsis noted it cannot be a shade session.

Mayor Ryan said we will coordinate it with Chief of Staff Singh to get it scheduled.

11.3 Commissioner Salvino

Commissioner Salvino spoke about the Prestige Club and the different events they host. He will be asking for some of his contingency to go towards the Prestige Club. This program does so much for people in need and not just children. Three developers came out and bought tables to the most recent event and he wants the public to know that the developers are keeping true to their word.

11.4 Vice-Mayor Lewellen

Vice-Mayor Lewellen said unfortunately this year, she was sick and could not attend the Martin Luther King celebration; she apologized for her absence and noted that attendance has been an issue.

11.5 Mayor Ryan

Mayor Ryan thanked everyone for coming. The Martin Luther King gala was great. He was very impressed with the presentations. It was his first parade as Mayor of Dania Beach. He will definitely make sure we promote the parade more next year. He was in Washington, DC last week and attended the Conference of Mayors. He said Mayors have no party lines and they work for everyone in the community. The event was very instrumental in his short role here. It brings pride and sense of belonging in our community. Small businesses are on the rise. The residents need to know what is available to them through grant money, etc. He is looking forward to bringing all the ideas here.

Mayor Ryan spoke about the Arts & Seafood Celebration and noted some years have been better than others. He spoke to Joanna Granett and he wants to donate \$2,000.00 of his contingency for the Historical Society to have a booth at the event.

The Commission did not have an issue with this request.

He wished longtime resident Jimmy Peterman a Happy Birthday.

12. Appointments

12.1 Marine Advisory Board

Commissioner Salvino appointed: Tony Thackum

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia spoke about the upcoming trip to Tallahassee and meeting with Representative Cassel. She is looking to bring forward an initiative to activate our parking garage that is under-utilized. The goal would be to attract more people to downtown and make their experience better. We will look at key areas that we can allow our visitors and patrons to utilize our parking garage. She also spoke about the Martin Luther King parade and working with the CRA and Dania Pointe to have more participation from local businesses.

City Manager Garcia reported Chief Financial Officer DiPaolo, Deputy City Manager Sosa-Cruz and she met regarding the budget season and put together a series of dates for budget preparation with all departments. She would like the Commission to start looking at their calendars and she will have Chief of Staff Singh reach out to coordinate dates and times around the week of April 10 or April 17 for a budget workshop. On June 1, we will receive the preliminary numbers from the property appraiser and on July 1, the City will receive certification of tax rolls for 2023. Staff will bring the draft budget on July 11 and at that time, the Commission will set the proposed millage rate.

City Manager Garcia reviewed the dates for the Commission recess from July 12 through August 11. There will be no commission meetings on July 25 and August 8.

City Manager Garcia noted the Commission has set aside \$100,000 from this year's budget for marketing and promoting the City; she provided several possible dates for the Commission to schedule a workshop regarding advertising and marketing in Dania Beach.

Commissioner James asked if we could consolidate some of the workshop dates.

The Commission agreed to hold an Advertising & Marketing workshop on January 31, 2023 from 5:00 p.m. to 7:00 p.m.

Commissioner James motioned to cancel the July 25, 2023 and August 8, 2023 City Commission meetings for the Commission's summer recess; seconded by Commissioner Salvino. The motion carried unanimously.

13.2 City Attorney

City Attorney Boutsis had no comments.

13.3 City Clerk - Reminders

Tuesday, February 14, 2023 - 5:30 p.m.

Tuesday, February 14, 2023 - 7:00 p.m.

Tuesday, February 28, 2023 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor Ryan adjourned the meeting at 8:54 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
WORKSHOP – ADVERTISING & MARKETING
TUESDAY, JANUARY 31, 2023 – 5:00 PM

1. Call to Order/Roll Call

Mayor Ryan called the meeting to order at 5:02 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James – arrived at 5:25 p.m.
	Marco A. Salvino, Sr. – via virtual attendance
Deputy City Manager:	Candido Sosa-Cruz, ICMA-CM
City Attorney:	Eve Boutsis
Deputy City Clerk:	Erin McClendon

2. Advertising & Marketing

Deputy City Manager Sosa-Cruz noted this workshop started with Commissioner Davis thinking outside the box to promote the City. Commissioner Davis has been in discussions with individuals who handle marketing and public relations at the airport with the goal of giving the City more visibility.

Commissioner Davis said this is very exciting to be looking at ways to increase the City's visibility, especially since we will be celebrating its 120th anniversary. It is part of our Master Plan and for over a year she has been doing research. The prices of the inventory have changed since the beginning of her research. She has two efforts going on and she wants the Commission's input and feedback to make the City a destination location. She gave a PowerPoint presentation on Fort Lauderdale airport advertising options which is attached to and incorporated into these minutes.

Commissioner Salvino noted it was a nice presentation and asked how long a period is.

Commissioner Davis responded 28 days, but it is negotiable if you do an annual package.

Commissioner Salvino said after hearing that we are now the third largest tax base in Broward County, recognition should be located in Dania Beach. On some of the print, maybe we can say Ft. Lauderdale/Hollywood International Airport located in Dania Beach. He thinks we should focus on Terminal 1 and Terminal 4. Spirit Airlines is to be headquartered in Dania Beach and they will likely expand their terminal. Possibly, we can get coop dollars from some of the large local businesses in the area.

Vice-Mayor Lewellen suggested we work with the larger entities in the area. She agrees with Terminal 1 and Terminal 4 and thinks we should focus on the baggage claim area because people who are staying multiple days will be picking up a bag.

Commissioner James asked if we are talking about spending most of our funds on the airport or digital. She likes the big banner on the outside of the terminal and agrees on the baggage claim area. She would also want to see if we could have some sort of sponsorship program, as well, to help stretch our dollars.

Mayor Ryan said he understand we have \$100,000.00 earmarked for marketing so most of these are out of our budget, but if we can team up with Dania Pointe or other locations, we can offer something on the banners. It would be beneficial to seek outside help to assist with funding.

Commissioner Davis thanked the Commission for all the comments. This was just to show what our options were. She has met with City Manager Garcia as to the options. The airport has inhouse production and marketing teams and they could assist us. As a Commission, we have to decide what we want the marketing message to be. Having a professional marketing team would also be very helpful. A period of 28 days for 13 periods equals one year; the 13 periods have a special rate.

Vice-Mayor Lewellen said she would like to see what kind of rate they would give us for a longer period. She spoke of the screens on the airplane and questioned what that cost would be.

Commissioner James noted Dania Pointe would be our largest ally, then the Casino and after that co-ads. She is not sure what businesses to use but to think of partnerships in order to cut costs.

Mayor Ryan commented the airport is in Dania Beach so that means we own a lot of the land, and we could put signage on property around the airport.

Vice-Mayor Lewellen said the County owns the airport property; we have the big D signage coming from the airport.

Mayor Ryan felt perhaps we could get some type of discount.

Commissioner Salvino spoke about co-op advertising with multiple businesses. You pick out small restaurants, everyone splits the cost, and their name goes on the banner. Some of the developers could put up signs; we cannot keep going back to Dania Pointe or the Casino. Everyone can be included, and they would pick the price they can afford.

Vice-Mayor Lewellen said to promote the beach, we have Quarterdeck and Lucky Fish who can go in on advertising.

Commissioner Davis felt the Commission was all on the same page. She would like to get the messaging narrowed down to see how we wow the people with messaging other than just our tag line.

Commissioner James wanted to know what direction we are going in now. We are having dialogue but she questioned what is the next step; she wants consensus to go somewhere.

Commissioner Davis thought we should consider the digital marketing aspect first.

Commissioner James said we probably have to do at least half the budget on the airport.

Mayor Ryan felt we should plan for long-term.

Vice-Mayor Lewellen said she is leaning towards half the budget on the airport. There are other things we could do like magazines in the hotels that we could advertise in. It would not be bad to put an ad in all year long and change it quarterly. It is simple but much less than the airport.

Mayor Ryan noted he wants to be very specific in our targeting.

Commissioner Davis agreed on being specific. She noted that she sees people all the time at the beach with their luggage.

Commissioner James said we should think about a special logo for our 120-year birthday. We need to start those conversations now and we can use that in our marketing. It should be utilized in everything we do for the next year.

Commissioner Davis commented that was one of her thoughts as well. In 2023, we do something smaller and then increase our budget in the next fiscal year so that we hit it with a bang in 2024.

Commissioner Davis gave a PowerPoint presentation on Digital Advertising which is attached to and incorporated into these minutes.

Commissioner James said she thinks geofencing is an extremely effective way of advertising. She felt a lot needs to be on mobile as most people are on their mobile devices. We could invest a little more in our social media campaigning as well, highlighting and promoting our City. The same thing can be said for the airport and sponsorship packages, but definitely audio streaming and mobile apps.

Vice-Mayor Lewellen agreed with geofencing. She thinks commercials are very effective as well. Hollywood did one recently and she kept seeing it. It seemed to be very effective. She thinks we should have enough to cover a number of avenues.

Mayor Ryan noted there is a lot that we can do. Hollywood invests a lot of money into their Chamber of Commerce. He added he has two Dania Beach apps on his phone, and they are irrelevant. The ideas are great, but the money is just not there right now.

Discussion ensued on the City's current apps.

Commissioner James said she would not mind doing a hybrid of all the advertising.

Commissioner Salvino suggested everyone needs to put together a package of what they feel is best and give it back to Commissioner Davis. We need to see how many funds we can get. We need to find out if there are funds from the outside.

Commissioner Davis wanted to narrow it down and get a consensus.

Commissioner Salvino said he is good with the majority.

Vice-Mayor Lewellen commented we need marketing advice and asked what if we give half to the airport and the other half to other mediums. She would like to see what everything costs and the other options.

Commissioner James wanted to see how we track the effectiveness of these types of things. She is okay with half going to the airport but also wants to choose two other avenues; part of our community relies on print media.

Vice-Mayor Lewellen asked Deputy City Manager Sosa-Cruz if we have resources available to bring in a marketing consultant.

Deputy City Manager Sosa-Cruz said we do not have anyone in-house, but we are looking to bring in a communications director and additionally a PR firm to assist with global marketing of the City. When Covid started, we did the PR videos where each Commissioner went to a business in the City. As Commissioner James stated, not just localities but also on social media and putting money behind it. Several years ago, the CRA hired a marketing firm when the new logo came out; the PR company did a lot of marketing for the logo. He believes the company was Redline Marketing.

Commissioner James noted it was not Redline but another company that came in and carried out the vision.

Deputy City Manager Sosa-Cruz commented it was very well received. We also have a vendor in the City that does all of our bus benches. The Ask Dania Beach app is strictly for residents to report issues to the City. The Rec Desk app is for residents who want to book activities through the Parks Department. None of the apps are intended for marketing for the City, just to facilitate for the City.

Vice-Mayor Lewellen said so we do not have the resources at this point to bring in a consultant.

Deputy City Manager Sosa-Cruz explained the Commission has the Commission contingency of \$50,000.00 for the airport; they can use the other \$50,000.00 for whatever advertising and marketing. He would need to get with the Finance Director to determine if there are other funds that could possibly be used for a PR firm or consultant. Community Development Director Norena is also creating an application for the developers and that will also be a source of marketing through the City.

City Attorney Boutsis added whatever the Commission decides to do, she and Chief Financial Officer DiPaolo will work with them regarding the procurement process to make sure we follow Florida statutes. She asked if the cost for the airport advertising includes the design.

Commissioner Davis said there is a cost for installation and production. She spoke about QR Codes and said she would like to see that implemented. She agreed with Vice-Mayor Lewellen and Commissioner James to put 50% to the airport and 50% to the other. She would like to go forward with that recommendation and then do our homework to get the right people on board.

Commissioner James noted we should find out who Dania Pointe is using and that may possibly help us. Maybe since we are friends of Dania Pointe it will not cost us as much. Market trends are very important when we talk about marketing and campaigning.

Commissioner Davis said it has been offered to go to Dania Pointe to look at their branding. She can do that and come back with the information next time.

Mayor Ryan commented to be clear, the 50% is with the intention of getting partnerships.

Commissioner Davis and Vice-Mayor Lewellen responded yes.

Deputy City Manager Sosa-Cruz questioned whether we should first make sure we have a consultant on board or wait so that we do not do something incorrect.

Commissioner Davis felt it is important to bring the consultant on first but ensure they understand our vision.

Mayor Ryan asked Deputy City Manager Sosa-Cruz what the timeline would be for this.

Deputy City Manager Sosa-Cruz said there is a timing issue as far as advertising at the airport. This year might be booked already; let us look at what others are using for PR.

Mayor Ryan noted we should give ourselves an overall deadline of May 1, 2023.

Commissioner James said we could piggyback. We should sit down with Spirit and see what partnership opportunities are available and see if they can put our logo on some of their stuff. She knows the City Manager has some contacts with Spirit airlines.

Commissioner Davis reiterated that she received this presentation yesterday and all the inventory is available today. There is a 2-4 week turn-around.

Mayor Ryan commented this is productive and asked that we stay on top of it. He likes all the ideas and all the input provided. If we do it right the first time, it will be easier to do it throughout the year. Let us make sure we get it and do it throughout the year.

3. Adjournment

Mayor Ryan adjourned the meeting at 6:36 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION URGING THE FLORIDA DEPARTMENT OF EDUCATION TO REVERSE ITS REJECTION OF AN ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES IN STATE HIGH SCHOOLS; OPPOSING THE DEPARTMENT OF EDUCATION'S POSITION THAT THE ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES WILL INDOCTRINATE STUDENTS TO A POLITICAL AGENDA; SUPPORTING THE NEED FOR ADVANCED PLACEMENT COURSES ON AFRICAN AMERICAN STUDIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2023-016 Urging Reversal of Rejection of AP Course on African American Studies in State High Schools

RESOLUTION NO. 2023-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA DEPARTMENT OF EDUCATION TO REVERSE ITS REJECTION OF AN ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES IN STATE HIGH SCHOOLS; OPPOSING THE DEPARTMENT OF EDUCATION'S POSITION THAT THE ADVANCED PLACEMENT COURSE COVERING AFRICAN AMERICAN STUDIES WILL INDOCTRINATE STUDENTS TO A POLITICAL AGENDA; SUPPORTING THE NEED FOR ADVANCED PLACEMENT COURSES ON AFRICAN AMERICAN STUDIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the College Board submitted an Advanced Placement (“AP”) course covering African American Studies to the Florida Board of Education; and

WHEREAS, the Florida Board of Education rejected the AP course covering African American Studies; and

WHEREAS, Florida’s Commissioner of Education, Many Diaz, Jr., states “Florida rejected an AP course filled with Critical Race Theory and other obvious violations of Florida Law”; and

WHEREAS, the City of Dania Beach (“City”) supports the state’s high schools’ ability to provide AP courses covering African American studies;

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 urges the Florida Department of Education to reverse its rejection of the AP course on African American studies courses.

Section 3. That the City supports the state high schools’ ability to teach advanced placement African American studies courses.

Section 4. That the City Clerk is requested to send a copy of this Resolution to the Florida Department of Education, the Office of Governor Ron DeSantis, the Broward League of Cities, the Florida League of Cities, the Broward County Board of County Commissioners, and any other interested parties.

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

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

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION URGING THE HONORABLE MERRICK GARLAND, THE UNITED STATES ATTORNEY GENERAL, AND THE HONORABLE PETE BUTTIGIEG, THE UNITED STATES SECRETARY OF TRANSPORTATION, TO SUPPORT JETBLUE'S ACQUISITION OF SPIRIT AIRLINES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Supporting JetBlue Spirit Merger, R-2023-017 Urging Support of JetBlue's Acquisition of Spirit Airlines, Jet Blue Spirit Draft FL Delegation Support Letter 012623



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: February 28, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney

SUBJECT: Resolution supporting JetBlue/Spirit Merger

The Request

To approve a resolution supporting the JetBlue/Spirit Merger to be issued to the Honorable Merrick Garland, the United States Attorney General, and the Honorable Pete Buttigieg, the United States Secretary of Transportation.

Background

Over the past year JetBlue and Spirit announced a possible merger of their airlines. The proposed combined airline would become the Country's 5th largest national airline. JetBlue is planning on more than 250 daily flights at Ft. Lauderdale-Hollywood International Airport (FLL) beginning 2024. The merged airline would offer flights to approximately 30 markets not served by either JetBlue or Spirit from Ft. Lauderdale. FLL is anticipated to become an even more attractive alternative to Miami on more routes. With the planned expansion JetBlue would serve 90 of the top 100 Miami Markets from FLL. The expansion plan underscores the airline's long-term commitment to Florida and signals support for the airport's master plan to further grow and develop airport facilities. Additionally, the merger should add approximately 1,000 incremental new jobs at FLL, and support economic activity across the region and additional job growth. With nearly 6,000 crewmembers, JetBlue will become one of Broward County's largest employers and the Spirit/JetBlue campus in Dania Beach would be an economic stimulus to the area and continue to bring jobs and JetBlue Travel Products to Broward County. JetBlue's no furlough policy ensures that current Spirit team members will be part of the JetBlue team, with higher wages. Additionally, JetBlue is committed to keeping the Dania Beach Spirit Campus and expand services and employment in the area.

Recommendation

That the resolution be approved as the Mayor and City Commission supports the merger of JetBlue and Spirit and the City Commission directs the City Manager to issue a letter of support for the merger to the

Honorable Merrick Garland, the United States Attorney General, and the Honorable Pete Buttigieg, the United States Secretary of Transportation.

Budgetary Impact

No budgetary impact anticipated. If the merger proceeds, the economy of the City of Dania Beach and Broward County will be even stronger.

EAB:la

Attachment: Resolution and Draft Letter of Support

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

RESOLUTION NO. 2023-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE HONORABLE MERRICK GARLAND, THE UNITED STATES ATTORNEY GENERAL, AND THE HONORABLE PETE BUTTIGIEG, THE UNITED STATES SECRETARY OF TRANSPORTATION, TO SUPPORT JETBLUE'S ACQUISITION OF SPIRIT AIRLINES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach ("City") expresses its strong support for JetBlue's acquisition of Spirit Airlines; and

WHEREAS, the JetBlue/Spirit merger will enable JetBlue to become a highly competitive national low-fare challenger to the Big Four US airlines that together control four-fifths of the US market; and

WHEREAS, since its first flight to Florida in 2000, JetBlue has been a low-fare disruptor – a change agent – for the airline industry; and

WHEREAS, four airlines currently control about 80 percent of the US market, and combining JetBlue and Spirit will introduce long overdue 5th national competitor providing more route choices, increased competition, and greater access to an award-winning travel experience; and

WHEREAS, the merger would strengthen Ft Lauderdale International Airport's position as a low-fare, great service alternative to Miami, and would spark low-cost competition by divesting five gates to allow smaller airlines to grow; and

WHEREAS, With nearly 6,000 crewmembers, JetBlue will become one of Broward County's largest employers and the Spirit/JetBlue campus in Dania Beach would be an economic stimulus to the area and continue to bring jobs and JetBlue Travel Products to Broward County; and

WHEREAS, the City supports the merger of JetBlue and Spirit and directs the City Manager to issue a letter of support to the Honorable Merrick Garland, the United States Attorney General, and the Honorable Pete Buttigieg, the United States Secretary of Transportation;

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 urges the Honorable Merrick Garland, the United States Attorney General, and the Honorable Pete Buttigieg, United States Secretary of Transportation to support the merger of JetBlue and Spirit Airlines.

Section 3. That the City Manager is to prepare a letter of Support and the City Clerk is requested to send a copy of this Resolution and the Manager’s letter of support to Honorable Merrick Garland, the United States Attorney General, and the Honorable Pete Buttigieg, the United States Secretary of Transportation, and any other interested parties.

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

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

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

[FL]

February XX, 2023

The Honorable Merrick Garland
Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530

The Honorable Pete Buttigieg
Secretary of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Attorney General Garland and Secretary Buttigieg:

We are writing to express our strong support for JetBlue's acquisition of Spirit Airlines. This merger will enable JetBlue to become a highly competitive national low-fare challenger to the Big Four US airlines that together control four-fifths of the US market.

Since its first flight to Florida in 2000, JetBlue has been a low-fare disruptor – a change agent – for the airline industry. JetBlue's customer-centric innovations, including free live television and Wi-Fi, free unlimited snacks and drinks, the most legroom in coach, and the unparalleled premium Mint Experience, have benefited JetBlue customers as well as travelers across the industry as legacy airlines have lowered their fares and improved their service to compete with the JetBlue Experience.

Spirit and JetBlue both have deep roots in communities throughout Florida. JetBlue serves nine cities in the state, including Focus Cities in Orlando and Fort Lauderdale/Dania Beach, with more than 6,500 JetBlue crewmembers based in Florida. JetBlue's Orlando Support Campus (OSC) – located on the grounds of Orlando International Airport – is home to JetBlue University (JBU), the airline training center, and the JetBlue Lodge while JetBlue Travel Products, JetBlue's vacations subsidiary, is based in Fort Lauderdale. In acquiring Spirit, JetBlue will further enhance its commitment to the state as the airline transforms Spirit's new Dania Beach campus into a job-generating JetBlue support center. Spirit will be a positive job growth force for Dania Beach and the surrounding area.

A larger JetBlue will introduce a long overdue 5th national competitor providing greater access to JetBlue's award-winning travel experience and offering more route choices for travelers. JetBlue has a strong record of stimulating travel through lower fares via what MIT and the US Department of Justice have called the JetBlue Effect. When JetBlue enters new routes, the legacy airlines consistently respond by reducing their fares. As a result, consumers have greater access to these lower fares on multiple carriers, and the number of travelers increases on the route as fares go down -- with JetBlue entry decreasing Legacy nonstop fares by on average ~16 percent. Ultra-low-cost-carriers (ULCCs) do not have the same impact and the JetBlue Effect is about three times as effective in reducing Legacy fares than ULCCs.

After acquiring Spirit, JetBlue will still be less than half the size of each of the Big Four – and far from the size of these Big Four dominant carriers created by the mergers approved by the

Department of Justice over the past 20 years. The JetBlue-Spirit merger will benefit consumers and communities as JetBlue brings its award-winning product to more routes and significantly lower fares. In addition to providing an immediate benefit in JetBlue's six existing Focus Cities, it also facilitates access for JetBlue to grow and deliver as a highly competitive national low-fare challenger at legacy airline hubs across the country.

It is our understanding that combining JetBlue and Spirit will also benefit both current JetBlue crewmembers and Spirit Team Members, as the merger will create more opportunities for growth. As Spirit Team Members become JetBlue crewmembers, they'll benefit from JetBlue's 23-year commitment to no involuntary furloughs. In addition Spirit advises that, because JetBlue's current wage rates are higher than Spirit's across work groups, Spirit Team Members will see an increase in pay. Based upon the foregoing, JetBlue's strong commitment to its Crewmembers is another reason to support this transaction.

JetBlue has also preemptively offered to divest Spirit's current holdings in New York and Boston as well as five gates (and related ground facilities) at Fort Lauderdale-Hollywood International Airport. These divestitures – which are similar to remedies the Department of Justice has accepted in far more concentrated airline deals – will create meaningful opportunities for smaller carriers to grow at key constrained airports.

We urge your prompt review and approval of this combination to create the national low-fare airline challenger that consumers and communities need. The City of Dania Beach supports the merger of JetBlue and Spirit.

Sincerely,

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH INTERLOCAL IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”, WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-23 Annual Gas Tax Memo- Interlocal Agreement with Broward County, R-2023-018
Broward County 3 Cents Gas Tax, Fifth Cent Local Option Gas Tax ILA_Dania Beach, Gas Tax
Renewal Memo to Cities 3 Cent 5th Cent, 3 Cent Admin Update Chart_2023



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Honorable Mayor and Commissioners DFA-23

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: February 28, 2023

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

Request

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

Background

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

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

	<u>County</u>		<u>Cities</u>	<u>Dania Beach</u>		
				<u>Current</u>	<u>New</u>	<u>Change</u>
5-cent	74.00%	26.00%	½ cash	0.427057%	0.428116%	0.001059%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.842123%	0.844212%	0.002089%

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

Budgetary Impact

The City could risk losing important revenue worth more than \$350,000 if not approved.

Recommendation

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

RESOLUTION NO. 2023-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA; A COPY OF WHICH INTERLOCAL IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A", WHICH AGREEMENT PROVIDES FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE (3) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE TO THE PARTICIPATING MUNICIPALITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. That certain 2023 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Three (3) Cent Local Option Gas Tax on Motor Fuel Ordinance, in substantial form as Exhibit “A”, attached, is approved and the proper City officials are authorized to execute it.

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

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

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

PASSED AND ADOPTED February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____
____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

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

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

CITY OF DANIA BEACH, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20____.

CITY

ATTEST:

CITY CLERK

CITY OF DANIA BEACH, a municipal corporation

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

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

City Attorney

Designated Address for Notices (include e-mail address(es)):



Office of Management and Budget

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

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEER). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEER updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEER updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two original interlocal agreements** to OMB at the address above.

Sincerely,

A handwritten signature in cursive script that reads "Norman Foster".

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**"Additional" Three Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	1.521814%
Cooper City	0.911008%
Coral Springs	3.541172%
Dania Beach	0.844212%
Davie	2.810117%
Deerfield Beach	2.296077%
Fort Lauderdale	4.964906%
Hallandale Beach	1.094717%
Hillsboro Beach	0.052034%
Hollywood	4.068948%
Lauderdale-by-the-Sea	0.162985%
Lauderdale Lakes	0.964645%
Lauderhill	1.967034%
Lazy Lake	0.000815%
Lighthouse Point	0.275958%
Margate	1.543431%
Miramar	3.631030%
North Lauderdale	1.184024%
Oakland Park	1.169315%
Parkland	0.955845%
Pembroke Park	0.164298%
Pembroke Pines	4.499722%
Plantation	2.470331%
Pompano Beach	2.988862%
Sea Ranch Lakes	0.014184%
Southwest Ranches	0.202674%
Sunrise	2.560452%
Tamarac	1.910640%
Weston	1.794488%
West Park	0.400383%
Wilton Manors	0.303879%
Total Incorporated	51.270000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT “A”; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-23 Annual Gas Tax Memo- Interlocal Agreement with Broward County, R-2023-019
Broward County 5 Cents Gas Tax, Fifth Cent Local Option Gas Tax ILA_Dania Beach, Gas Tax
Renewal Memo to Cities 3 Cent 5th Cent, 5th Cent Admin Update Chart_2023



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Honorable Mayor and Commissioners DFA-23

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

BY: Adam Segal, Deputy Finance Director

VIA: Frank DiPaolo, Finance Director

DATE: February 28, 2023

SUBJECT: Annual County Interlocal Agreements for Gas Tax Allocations

Request

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

Background

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

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

	<u>County</u>		<u>Cities</u>	<u>Dania Beach</u>		
				<u>Current</u>	<u>New</u>	<u>Change</u>
5-cent	74.00%	26.00%	½ cash	0.427057%	0.428116%	0.001059%
			½ shuttle grants			
3-cent	48.73%	51.27%		0.842123%	0.844212%	0.002089%

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

Budgetary Impact

The City could risk losing important revenue worth more than \$350,000 if not approved.

Recommendation

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

RESOLUTION NO. 2023-019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE EXECUTION BY THE PROPER CITY OFFICIALS OF THE 2023 AMENDMENT TO AN INTERLOCAL AGREEMENT EXISTING BETWEEN BROWARD COUNTY, FLORIDA AND THE CITY OF DANIA BEACH, FLORIDA, A COPY OF WHICH AGREEMENT IS ATTACHED AND INCORPORATED BY REFERENCE AS EXHIBIT "A"; PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIVE (5) CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. That certain 2023 Amendment to the Interlocal Agreement existing between Broward County, Florida and the City of Dania Beach, Florida, providing for Division and Distribution of the Proceeds from the Broward County Additional Five (5) Cent Local Option Gas Tax on Motor Fuel For Transit, in substantial form as Exhibit “A”, attached, is approved and the appropriate City officials are authorized to execute it.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the 2023 Amendment as are deemed necessary and proper for the best interests of the City.

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

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

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of Commissioners

By _____
____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

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

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

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

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

CITY OF DANIA BEACH, through its City Commission, signing by and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

CITY

ATTEST:

CITY CLERK

CITY OF DANIA BEACH, a municipal corporation

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

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

City Attorney

Designated Address for Notices (include e-mail address(es)):



Office of Management and Budget

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

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEER). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEER updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEER updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two original interlocal agreements** to OMB at the address above.

Sincerely,

A handwritten signature in black ink that reads "Norman Foster". The signature is written in a cursive, flowing style.

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**"Transit" Fifth Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	0.771741%
Cooper City	0.461990%
Coral Springs	1.795796%
Dania Beach	0.428116%
Davie	1.425064%
Deerfield Beach	1.164385%
Fort Lauderdale	2.517799%
Hallandale Beach	0.555152%
Hillsboro Beach	0.026388%
Hollywood	2.063442%
Lauderdale-by-the-Sea	0.082653%
Lauderdale Lakes	0.489190%
Lauderhill	0.997521%
Lazy Lake	0.000411%
Lighthouse Point	0.139944%
Margate	0.782704%
Miramar	1.841365%
North Lauderdale	0.600441%
Oakland Park	0.592982%
Parkland	0.484727%
Pembroke Park	0.083319%
Pembroke Pines	2.281895%
Plantation	1.252752%
Pompano Beach	1.515709%
Sea Ranch Lakes	0.007193%
Southwest Ranches	0.102780%
Sunrise	1.298454%
Tamarac	0.968922%
Weston	0.910020%
West Park	0.203042%
Wilton Manors	0.154103%
Total Incorporated	26.000000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-21-GG-02086-JAGX); AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT

Purchasing Requests ONLY

Dept:

Acct #:

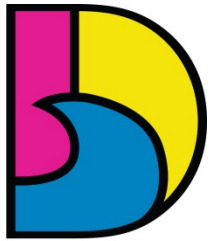
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-JAG-SUBAWARD-LAWENFCMT-022823- F21 (002), R-2023-020 BC MOU for 2021 DOJ Edward Byrne Memorial Justice Assistance Grant (JAG) (15PBJA-21-GG-02086-JAGX) and Subgrant Agreement, JAG 21 MOU AND SUBGRANT AWARD AGREEMENT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 28, 2023

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: 2021 DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM SUBGRANT AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY

Request

The City Administration requests authorization to enter a subgrant agreement and a memorandum of understanding between the City of Dania Beach and Broward County to facilitate the 2022 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program.

Background

The City of Dania Beach is eligible annually to receive funding from the Department of Justice's Edward Byrne Memorial Justice Assistance Local Solicitation Grant. The City of Pompano Beach previously acted as the lead administrative agency. This role has been re-assigned to Broward County.

Each year, the City obligates a portion of the grant to support funding a regional crime analyst's position with the Broward Sheriff's Office. The remainder of the funding is used for deputy overtime hours that provide valuable and additional resources for crime prevention. The award amount for 2021 is \$15,915.60.

Budgetary Impact

Grant Funding the amount of \$15,915.60 will be utilized in two ways. First, a portion will be paid directly to BSO by the grant administrator (Broward County) to fund a share of the regional crime analyst position. Second, the remainder will be reimbursed to the City for actual overtime hours paid to BSO related to crime prevention activities

Recommendation

The City administration recommends that the City Commission authorize the Administration to enter into a subgrant agreement and a memorandum of understanding between the City of Dania Beach and Broward County for the 2021 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant.

RESOLUTION NO. 2023-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-21-GG-02086-JAGX); AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County is identified as a “disparate” county, a status that allows the County to submit a joint application to the Department of Justice for an allocation of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) on behalf of Broward County and other Participating Agencies; and

WHEREAS, the participating agencies, inclusive of the City of Dania Beach, formed a working committee and developed a course of action to achieve the goals and objectives of the 2021 JAG Grant; and

WHEREAS, the City seeks to accept the proportionate percentage of the grant award in the amount of Fifteen Thousand Nine Hundred Fifteen Dollars and Sixty Cents (\$15,915.60), and to utilize a portion of the grant to support a regional crime analyst’s position with the Broward Sheriff’s Office, with the remainder of the grant to be used for law enforcement overtime hours as a valuable resource to combat crime; and

WHEREAS, the City of Dania Beach administration requests authorization to enter into the necessary agreements for the City of Dania Beach to receive the 2021 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program funds and the associated sub-recipient distribution of grant fund agreement with Broward County; and

WHEREAS, the Broward County Sheriff’s Office District Captain recommends, and the Administration supports City Commission approval of the grant, the Memorandum of Understanding between the City of Dania Beach and Broward County, and the associated sub-recipient agreement.

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 proper City officials are authorized to execute the Memorandum of Understanding with Broward County for the 2021 Edward Byrne Memorial Justice Assistance Grant, and the subgrant agreement with Broward County for the distribution of the JAG funding;

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the above-referenced agreement 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is being executed by Broward County (“County”) and the following participating agencies (hereinafter “Participating Agencies”):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a “disparate” county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY21 Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG Grant”).

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-21-GG-01376-JAGX.

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

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County’s Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice (“DOJ”).
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 15,989
City of Dania Beach	\$ 15,916
Town of Davie	\$ 19,343
City of Hallandale Beach	\$ 15,230
City of North Lauderdale	\$ 17,311
City of Oakland Park	\$ 20,714
City of Plantation	\$ 16,674
City of Sunrise	\$ 14,520
City of Tamarac	\$ 12,953
Broward County	\$ 78,551 *
City of Deerfield Beach	\$ 24,583
City of Fort Lauderdale	\$ 77,765
City of Hollywood	\$ 30,949
City of Lauderdale Lakes	\$ 23,090
City of Lauderhill	\$ 43,730
City of Miramar	\$ 25,832
City of Pembroke Pines	\$ 24,241
City of Pompano Beach	\$ 66,942
Total Award Amount	\$ 544,330

*The Broward County subgrant award amount includes a 10% administrative fee.

6. For the FY21 JAG Grant, County will retain 10% (\$54,433) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2020, and end on September 30, 2024. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: 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 October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615574
11/02/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY21
MEMORANDUM OF UNDERSTANDING**

PARTICIPATING AGENCY

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney



BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement ("Subgrant Award 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 political subdivision of the State of Florida ("Subrecipient"). County and Subrecipient are individually referred to as a "Party" and collectively as the "Parties."

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A ("Grant").

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

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

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County's Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient's Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient's performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Identification Number ("FAIN")	15PBJA-21-GG-01376-JAGX
Subrecipient's Unique Entity Identifier	U56KXBHZUBK9
Federal Award Date to County	October 8, 2021
Grant Award amount to County	\$544,330.00
Subgrant Award Amount	\$17,684
Amount or percentage of Subgrant Award retained by County for administrative expenses	10%
Total amount of Grant Funds committed to Subrecipient by County	\$15,915.60
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: <u>\$544,330.00</u> Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	☒ No ☐ Yes
Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2020 – September 30, 2024
Subrecipient Invoicing Schedule	Subrecipient must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
Subrecipient's address and contact information for Notices and payment	Ana M. Garcia, ICMA-CM City Manager City Manager's Office 100 W. Dania Beach Blvd Dania Beach, Florida 33004 954-924-6808 agarcia@daniabeachfl.gov
Performance Report requirements	Semi-annual
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Subgrant Program Description and Scope of Services Summary	
Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. The Conveyance and Business Burglary Prevention Initiative is designed to conduct surveillance on locations that have experienced an increase in conveyance and business burglaries. In addition, law enforcement officers will meet with business owners and conduct Crime Prevention Through Environmental Design surveys of their property in order to "Target harden" facilities and parking lots.	
Additional Subgrant Award Terms (if any)	
Subrecipient must submit all invoices and Reporting Obligations as specified in the Subgrant Award Terms unless otherwise indicated by County in writing.	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award 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 October, 2022, and City of Dania Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its
County Administrator

By: _____
Monica Cepero

_____ day of _____, 20

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY21 JAG Dania Beach
File #615596
11/02/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

✓ Award Letter

October 8, 2021

Dear Bertha Henry,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$544,330.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

(DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;

- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	_____	Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 Recipient Information

Recipient Name
BROWARD, COUNTY OF

DUNS Number
066938358

Street 1	Street 2
115 S ANDREWS AVE RM 409	_____

City FORT LAUDERDALE	State/U.S. Territory Florida
Zip/Postal Code 33301	Country United States
County/Parish _____	Province _____

 Award Details

Federal Award Date 10/8/21	Award Type Initial
Award Number 15PBJA-21-GG-01376-JAGX	Supplement Number 00
Federal Award Amount \$544,330.00	Funding Instrument Type Grant

Assistance Listing Number **Assistance Listings Program Title**

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

 Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

Awarding Agency

OJP
Program Office
BJA

Application Number

GRANT13428997

Grant Manager Name Phone Number

Tamaro White

202-598-7548

E-mail Address

Tamaro.White@ojp.usdoj.gov

Project Title

2020 BROWARD COUNTY'S EDWARD BYRNE JAG PROJECT

**Performance Period
Start Date**

10/01/2020

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology

improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that

currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures,

including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-

project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the

recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

 37**Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

 38**Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

 39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 42**"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 44**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the

activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's

responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of

criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

Authorized Representative

☒ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

County Administrator

Name of Authorized Entity Official

Bertha Henry

Signed Date And Time

10/29/2021 11:14 AM

EXHIBIT B
Program Narrative

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

PROJECT ABSTRACT

Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys. These surveys will assist in identifying ways to improve the security of facilities and parking lots.

GOALS:

- To reduce the amount of conveyance and business burglaries and apprehend those responsible.
- To monitor known offenders and reduce the likelihood of them committing more crimes.
- Support the retention of the regional crime analyst.

OBJECTIVES/STRATEGIES:

- Conduct surveillance on locations that have experienced an increase in conveyance and business burglaries.
- Meet with business owners and conduct CPTED surveys of their property in order to "Target harden" facilities and parking lots.

IDENTIFIERS:

- | | | |
|----------------------------|-----------------------|-------------------|
| - Conveyance
Burglaries | - Business Burglaries | - Repeat Offender |
|----------------------------|-----------------------|-------------------|

PROJECT NARRATIVE:

STATEMENT OF THE PROBLEM: (Description of the Issue)

Currently, the City of Dania Beach is the home to numerous construction projects such as several hotels, a casino, roadway improvements, and beach revitalization. Also, the Dania Pointe project which is 102 acres of premier development with almost 1 million square feet of retail and restaurants in addition to offices, hotels, luxury apartments and public entertainment venues. The city has various main thoroughfares running through and around it such as; State Road 7, I-95, I-595, State Road 84, Federal Highway and Florida's Turnpike. Dania Beach also borders Fort Lauderdale International Airport and Port Everglades. This causes large amounts of vehicular

traffic and vacationers to pass through or lodge in the city. During Dania Beach's growth, there has been an increase in conveyance and business burglaries. In 2021 (January thru mid-July) there have been a total of 135 conveyance burglaries reported. In 2021 (January thru mid-July) there have been a total of 25 business burglaries reported. A majority of the cases stem from the numerous parking lots and commercial areas located within the city.

PROJECT DESIGN AND IMPLEMENTATION:

The Conveyance and Business Burglary Prevention Initiative is designed to conduct surveillance on locations that have experienced an increase in conveyance and business burglaries. In addition, law enforcement officers will meet with business owners and conduct CPTED surveys of their property in order to "Target harden" facilities and parking lots.

Covert surveillance will be conducted by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity (Field interviews, citations and arrests) will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

Law Enforcement will conduct covert surveillance by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity will be routed via Computer aided Data (CAD) dispatch (calls for service), Event Reports, Field Interviews, Citations and Arrests will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

CAPABILITIES and COMPETENCIES:

All assigned personnel will be or have been trained to conduct covert surveillance along with CPTED Practitioners who have been certified to conduct security surveys to "Target harden" identified locations.

PLAN for COLLECTING the DATA:

All grant activities will be documented by law enforcement officers and the City of Dania Beach will provide quarterly programmatic reports Broward County to submit through BJA's Performance Measures Platform.

DISCLOSURE OF PENDING APPLICATIONS:

The city of Dania Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

DISCLOSURE OF HIGH-RISK STATUS:

The city of Dania Beach is not identified as a "High Risk Status" in accordance with grant guidelines.

DISCLOSURE of LOBBYING:

The city of Dania Beach is not or has not been involved in lobbying.

LOCAL GOVERNING BODY REVIEW:

The city of Dania Beach will forward proof that this application will be reviewed by its Commission.

NATIONAL INCIDENT-BASED REPORTING SYSTEM (NIBRS) SET-ASIDE:

3% of the award has been allocated for NIBRS.

Exhibit C
Subgrant Program Budget

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

Federal award identification number - **15PBJA-21-GG-01376-JAGX**

**Budgets may be modified subject to the approval
of the United States Department of Justice**

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	15,385.08
H. OTHER	\$	530.52
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	15,915.60



BROWARD COUNTY STANDARD SUBGRANT AWARD TERMS AND CONDITIONS

These Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") state the terms for subgrant agreements entered into between Broward County ("County") and the subrecipient identified in the applicable Subgrant Award Agreement ("Subrecipient") (each a "Party" and collectively referred to as "Parties").

RECITALS

A. For the applicable Grant, County serves as a pass-through entity, providing certain grant funds to Subrecipient pursuant to the Subgrant Award Agreement.

B. In order to receive Grant funding from County, Subrecipient agrees to comply with these Subgrant Award Terms in addition to all of the relevant requirements and conditions imposed by the Awarding Agency pursuant to the Grant.

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

ARTICLE 1. DEFINITIONS

All capitalized terms utilized in the Subgrant Award Agreement shall have the same meanings when used in these Subgrant Award Terms. In addition, the following terms shall have the following meanings:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Awarding Agency** means the entity that awards or provides the Grant funding to County for allocation pursuant to the terms of the Grant.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the Director of the Broward County Office of Management and Budget or their designee.
- 1.6. **Grant** means the grant identified in the "Grant Award Details" section of the Subgrant Award Agreement and/or attached thereto as Exhibit A.
- 1.7. **Grant Funds** means the funding received by County pursuant to the Grant that is allocated to Subrecipient pursuant to the Subgrant Award Agreement.

1.8. **Services** means all activities and services to be performed by Subrecipient under the Subgrant Award Agreement, including all obligations imposed by the Grant upon County, as the Grant recipient, or Subrecipient, as the agency implementing the Grant Program(s).

1.9. **Subgrant Award Agreement** means the subgrant agreement entered into between County and Subrecipient that incorporates these Subgrant Award Terms.

1.10. **Subgrant Program** means the goods or services, including programs, purchases, reimbursements, or other activities, of the Subrecipient that the Grant was provided by the Awarding Authority to fund. The Grant Program may be detailed more specifically in the "Grant Award Details" section of the Subgrant Award Agreement.

ARTICLE 2. SUBGRANT PROGRAM SCOPE

Subgrant Program. Subrecipient will implement the Grant Program stated in the Subgrant Award Agreement and perform all Services required of Subrecipient under the Grant.

ARTICLE 3. GRANT FUNDS

3.1. The Grant Funds shall be utilized by Subrecipient solely in accordance with the Subgrant Award Agreement, these Subgrant Award Terms, and the Grant. The Subgrant Award Amount stated in the Subgrant Award Agreement is the maximum amount payable to Subrecipient.

3.2. Failure of Subrecipient to comply with the provisions in the Subgrant Award Agreement will result in required corrective action, up to and including financial consequences and termination. A financial consequence may be imposed by County for Subrecipient's noncompliance with these Subgrant Award Terms and/or the Subgrant Award Agreement, or 2 C.F.R. § 200.339 if the Grant is federally funded, including disallowance of Subgrant Program costs and withholding of funds.

ARTICLE 4. METHOD OF BILLING AND REIMBURSEMENT

4.1. Unless otherwise stated in the Subgrant Award Agreement, Subrecipient shall submit invoices only for costs and expenses that are reimbursable under the Grant and that were incurred for purposes permitted under the Grant. County will not reimburse Subrecipient for costs or expenses incurred for any purpose other than those specified the Subgrant Award Agreement. Invoices shall be submitted to County at the address specified in the "Notices" provision using the Reimbursement Request Form provided by County. Invoices must be submitted within the Invoicing Schedule, but only after the Subgrant Program activities for which the invoices are submitted have been completed. All project expenditures requested by Subrecipient for reimbursement must be submitted in sufficient detail for proper pre-audit and post-audit review. Invoices must designate the nature of the Services completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. County may, in its sole discretion, disallow and not provide reimbursement to Subrecipient for any amounts invoiced inconsistent with the Invoicing Schedule.

4.2. Subrecipient acknowledges that unless the Project Period for a Grant is modified by the Awarding Agency, County will not provide any portion of the Subgrant Award Amount for any Services performed before or after the Project Period. Subrecipient will not submit an invoice for, and will not seek reimbursement of, any costs or expenses other than those incurred during the Project Period. County shall have no obligation to reimburse Subrecipient for any costs or expenses not incurred during the Project Period. If the Project Period is modified by the Awarding Agency, such modified Project Period shall automatically be incorporated into the Subgrant Award Agreement upon written notice by the Contract Administrator to Subrecipient.

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the Subgrant Award Agreement or any other contract.

5.2. If Subrecipient contracts with a third party ("Contractor") for Subgrant Program goods or services, the contract with each such Contractor must include the following provision (the term "Contractor" in the provision may be replaced by the applicable term used in Subrecipient's agreement for that party):

Contractor shall indemnify, hold harmless, and defend Broward County and all of Broward County's past, present, and future officers, agents, 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 Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward 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. To the extent considered necessary by the Broward County Attorney, any sums due to Contractor under this agreement may be retained 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.

Notwithstanding Subrecipient's use of a Contractor, Subrecipient shall remain solely liable to County for performance of all obligations under the Grant, the Subgrant Award Agreement, and these Subgrant Award Terms.

ARTICLE 6. INSURANCE

Subrecipient must comply with any and all applicable insurance requirements stated in the Grant and/or the Subgrant Award Agreement. Upon County's request, Subrecipient shall provide verification of compliance with the applicable insurance requirements.

ARTICLE 7. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

7.1. Subrecipient shall ensure that all expenditures and cost accounting of Grant Funds fully complies with the Grant.

7.2. Subrecipient must maintain written procedures for procurement transactions relating to the Subgrant Program. Procedures must ensure that all solicitations comply with the requirements of 2 C.F.R. § 200.319, "Competition," if applicable to the Grant.

7.3. Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it pursuant to the Subgrant Award Agreement. Subrecipient shall have and maintain financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of such funds. An adequate accounting system for Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

7.4. If the Grant is federally funded, Subrecipient's obligations include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"), as applied to the Grant. The Subgrant Award Agreement for any federally funded Grant is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance, and includes the information required pursuant to 2 C.F.R. Part 200.332.

ARTICLE 8. MANAGEMENT AND REPORTING REQUIREMENTS

8.1. Performance. In the event of Subrecipient's default, noncompliance, or violation of any provision of the Grant, the Subgrant Award Agreement, and/or these Subgrant Award Terms, as determined in the sole discretion of County, County may impose sanctions it deems appropriate, which may include withholding payments or cancellation or termination of the Subgrant Award Agreement in whole or in part. In such event, County will provide written notice to Subrecipient of its decision at least thirty (30) days before the effective date of such sanction. If the sanction includes cancellation or termination of the Subgrant Award Agreement, such notice from County shall include the date by which Subrecipient must cease all Services ("Cessation Date"). If the Subgrant Award Agreement is cancelled or terminated pursuant to this section, Subrecipient shall be reimbursed only for those Services satisfactorily completed in compliance with the Subgrant Award Agreement prior to the Cessation Date, unless otherwise approved in writing by the County Administrator.

8.2. Performance Reports.

8.2.1. Subrecipient must submit project performance reports (“Performance Reports”) as stated in the Subgrant Award Agreement. These reports shall be submitted to the Contract Administrator within the timeframe(s) specified in the Subgrant Award Agreement.

8.2.2. Report Contents. The Performance Reports must include the following: (1) a summary of the goals for the Subgrant Program; (2) the Services performed during the reporting period; (3) the progress to date toward achieving each goal for the Subgrant Program; and (4) a description of any issues that may negatively impact achieving the goals for the Subgrant Program. County may request additional information or modifications to the Performance Report if necessary to comply with any applicable reporting requirements in the Grant, and Subrecipient shall promptly modify and resubmit the Performance Report within the required timeframe for the Performance Reports provided in the Grant Award Details.

8.3. Financial Reports.

8.3.1. Subrecipient must submit financial reports (“Financial Expenditure Reports”) in accordance with the requirements of the Grant. Financial Expenditure Reports must be submitted even when no reimbursement is requested. Financial Expenditure Reports must be electronically signed by Subrecipient and Subrecipient’s chief financial officer or the chief financial officer’s designee. Subrecipient must submit to County any outstanding Financial Expenditure Reports no later than sixty (60) days after the end or termination of the Grant, whichever is earlier.

8.3.2. Subrecipient must also submit a Federal Financial Report (FFR or SF-425) to County if required by the Grant.

8.4. Unless otherwise stated in the Subgrant Award Agreement, all reports required pursuant to this section or the Reporting Obligations must be submitted to the Contract Administrator. After County reviews and approves the reports, County will submit the reports to the Awarding Agency if required by the Grant. Failure to comply with any of the requirements of this article may result in forfeiture of Grant Funds.

ARTICLE 9. MONITORING AND AUDITS

9.1. Access to Records. County, the Awarding Agency, the U.S. Comptroller General (for federally funded Grants), and any of their duly authorized representatives shall have access to books, documents, papers, and records of Subrecipient and Subrecipient’s Contractors related to the Grant or the Subgrant Award Agreement for the purpose of audit and examination. County may unilaterally terminate the Subgrant Award Agreement if Subrecipient or Subrecipient’s Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction the Grant and subject to Chapter 119, Florida Statutes, or other

applicable public records law, unless specifically exempted and/or made confidential by Applicable Law.

9.2. Monitoring. Subrecipient must comply with County's grant-monitoring guidelines, protocols, and procedures, and cooperate with County on all grant-monitoring requests, including requests related to desk review, enhanced programmatic desk reviews, site visits, and contract reviews and audits. Subrecipient must provide all documentation deemed necessary by County to complete monitoring of the Grant Funds and verify Subrecipient's expenditures. Further, Subrecipient must abide by deadlines set by County for providing requested documents. Failure of Subrecipient to cooperate with grant-monitoring activities may result in sanctions, including, but not limited to withholding or other restrictions on Subrecipient's access to funds, referral to the County Auditor for audit review, or termination of the Subgrant Award Agreement.

9.3. Property Management. Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or procured with Grant Funds, consistent with any federal property management standards set forth in the Grant. The obligations of this section continue for as long as Subrecipient retains the property, notwithstanding expiration or termination of the Subgrant Award Agreement.

9.4. Retention of Records. Unless a longer period is specified in the Subgrant Award Agreement, Subrecipient must maintain all records relating to the Grant for a minimum of five (5) years after the date of the final financial report. Subrecipient must comply with applicable retention schedules established by Applicable Law, including without limitation the State of Florida General Records Schedule, including, as applicable, GS1-SL for State and Local Government Agencies and/or GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners.

9.5. Single Annual Audit.

9.5.1. Subrecipient must have a single audit or program-specific audit conducted for each fiscal year in which Grant Funds are received or expended. If the Grant is federally funded, the audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law, and the Subgrant Award Agreement must be identified in Subrecipient's schedule of federal financial assistance in the subject audit. Subrecipient's audit report must identify the Subgrant Award Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

9.5.2. The complete audit report must be submitted to County within thirty (30) days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to County must include Subrecipient management's written response to all findings, management letters, if any, and Subrecipient management's response to the management letters, if any.

9.5.3. Audits must be completed by an Independent Public Accountant (“IPA”) and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to the Part 200 Uniform Guidance (if Grant is federally funded), and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.5.4. Subrecipient must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with Applicable Law, including but not limited to, preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient’s follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance, to the extent applicable.

9.5.5. Subrecipient must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued. County, in its sole discretion, may extend this records retention period upon written notice to Subrecipient.

9.5.6. If the Grant is closed without audit(s) that include the entirety of Grant Funds received by Subrecipient and the expenditure of all such funds, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.5.7. If the Grant is federally funded, the Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed pursuant to 2 C.F.R. § 200(F) must be completed and submitted to the Federal Audit Clearinghouse by thirty (30) calendar days after receipt of the auditor’s reports or nine (9) months after the end of the audit period, whichever is earlier. Such submissions must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by Subrecipient’s chief financial officer or designee.

ARTICLE 10. TERMINATION

10.1. Termination for Cause. The Subgrant Award Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Subgrant Award Agreement may be terminated for cause by County for Subrecipient’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Subgrant Award Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect invoices or requests for reimbursement.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under the Subgrant Award Agreement, or the County

representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Subgrant Award Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 10.2 effective thirty (30) days after such notice was provided and Subrecipient shall be eligible for the compensation provided in Section 10.3 as its sole remedy.

10.2. Termination for Convenience; Other Termination. The Subgrant Award Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Subrecipient. Subrecipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Subgrant Award Agreement for convenience including in the form of County's obligation to provide advance notice to Subrecipient of such termination in accordance with this section. The Subgrant Award 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.

10.3. Effect of Termination on Reimbursement. If the Subgrant Award Agreement is terminated by either Party, any reimbursement(s) requested by Subrecipient for Subgrant Program activities properly performed prior to the date of written notice of termination or the Cessation Date, whichever is earlier, shall be reimbursed by County pursuant to the terms of the Subaward Agreement, subject to any right of County to retain any sums otherwise due and payable to Subrecipient. Any Subgrant Program activities or expenditures performed or incurred by Subrecipient after such date shall not be subject to reimbursement by County.

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

10.5. In addition to any termination rights stated in the Subgrant Award Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Subrecipient to manage and supervise the performance of the Subgrant Award Agreement. In addition to any other authority provided to the Contract Administrator in these Subgrant Award Terms or the Subgrant Award Agreement, the Contract Administrator may approve modifications to the Program Narrative or Program Budget and may execute amendment(s) to the Subgrant Award Agreement that the Contract Administrator deems necessary to effectuate the purpose of the Grant, subject to compliance with the Grant and provided there is no increase in cost to County.

11.2. Public Records. Notwithstanding anything else in the Subgrant Award Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Subgrant Award Agreement. If Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

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 Applicable 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 Applicable Law for the duration of the Subgrant Award Agreement and after completion or termination of the Subgrant Award Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of Subgrant Award Agreement, transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains the public records, Subrecipient shall meet all requirements of Applicable Law 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.

If Subrecipient receives a request for public records regarding the Subgrant Award Agreement or the Services, Subrecipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Subrecipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Subrecipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Subrecipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Subrecipient must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Subrecipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Subrecipient as Restricted Material, County shall

refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Subrecipient, or the claimed exemption is waived. Any failure by Subrecipient to strictly comply with the requirements of this section shall constitute Subrecipient's waiver of County's obligation to treat the records as Restricted Material.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SUBGRANT AWARD AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6348, GRANTS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 404, FORT LAUDERDALE, FLORIDA 33301.

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

11.4. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Subgrant Award Agreement is as a Party and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Subgrant Award Agreement and shall not be attributable in any manner to County as a Party to the Subgrant Award Agreement.

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

11.6. Notice and Payment Address. Unless otherwise stated in the Subgrant Award Agreement, for notice to a Party to be effective, 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). Notice and payment to Subrecipient shall be made to the address shown for Subrecipient in the Subaward Grant Agreement. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Management and Budget
115 South Andrews Avenue, Suite 404

11.7. Assignment. The Subgrant Award Agreement may not be assigned, transferred, or encumbered by Subrecipient without the prior written consent of County, which may be withheld in its sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of the Subgrant Award Agreement, and permit County to immediately terminate the Subgrant Award Agreement, in addition to any other remedies available to County at law or in equity.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth is substantial and important to the formation of the Subgrant Award Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Subgrant Award Agreement shall not be deemed a waiver of such provision or modification of the Subgrant Award Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Subgrant Award 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. Subrecipient and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of the Grant.

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

11.11. Joint Preparation. The Subgrant Award Agreement shall not be construed more strictly against either Party.

11.12. Interpretation. The titles and headings contained in the Subgrant Award Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Subgrant Grant Award Agreement. All personal pronouns used in the Subgrant Award 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" refer to the Subgrant Award 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, such reference is to the section or article as a whole, including all subsections thereof, 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Priority of Provisions. Unless expressly specified in the Subgrant Award 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 the Subgrant Award Agreement and any provision of the articles of these Subgrant Award Terms, the provisions contained in Sections 1-8 of the Subgrant Award Agreement prevail and will be given effect.

11.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Subgrant Award 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 the Subgrant Award 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 the Subgrant Award 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE SUBGRANT AWARD AGREEMENT.**

11.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Subgrant Award Agreement is effective unless contained in a written document executed with the same or similar formality as the Subgrant Award Agreement and by duly authorized representatives of County and Subrecipient.

11.16. Prior Agreements. Unless otherwise stated in the Subgrant Award Agreement, the Subgrant Award Agreement represents the final and complete understanding of the Parties regarding the Grant and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the Grant are contained herein.

11.17. Payable Interest

11.17.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Subrecipient for any reason, whether as prejudgment interest or for any other purpose, and Subrecipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Subgrant Award Agreement.

11.17.2. 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 the Subgrant Award 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).

11.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in these Subgrant Award Terms by reference.

11.19. Counterparts and Multiple Originals. The Subgrant Award Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.20. Use of County Name or Logo. Subrecipient shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.21. Time of the Essence. Time is of the essence for Subrecipient's performance of all obligations under the Subgrant Award Agreement and these Subgrant Award Terms.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-22-GG-02086-JAGX); AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT

Purchasing Requests ONLY

Dept:

Acct #:

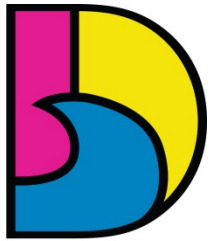
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO- 2022 JAG-SUBAWARD-LAWENFCMT-022823 (003), R-2023-021 BC MOU for FY22 DOJ Edward Byrne Memorial Justice Assistance Grant (JAG) (15PBJA-22-GG-02086-JAGX) and Subgrant Agreement, JAG 22 MOU AND SUBGRANT AWARD AGREEMENT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 28, 2023

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: 2022 DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL
SOLICITATION GRANT PROGRAM SUBGRANT AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF DANIA BEACH AND BROWARD COUNTY**

Request

The City Administration requests authorization to enter a subgrant agreement and a memorandum of understanding between the City of Dania Beach and Broward County to facilitate the 2022 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program.

Background

The City of Dania Beach is eligible annually to receive funding from the Department of Justice's Edward Byrne Memorial Justice Assistance Local Solicitation Grant. The City of Pompano Beach previously acted as the lead administrative agency. This role has been re-assigned to Broward County.

Each year, the City obligates a portion of the grant to support funding a regional crime analyst's position with the Broward Sheriff's Office. The remainder of the funding is used for deputy overtime hours that provide valuable and additional resources for crime prevention. The award amount for 2022 is \$16,410.00.

Budgetary Impact

Grant funding in the amount of \$16,410.00 will be utilized in two ways. First, a portion will be paid directly to BSO by the grant administrator (Broward County) to fund a share of the regional crime analyst position. Second, the remainder will be reimbursed to the City for actual overtime hours paid to BSO related to crime prevention activities.

Recommendation

The City administration recommends that the City Commission authorize the Administration to enter into a subgrant agreement and a memorandum of understanding between the City of Dania Beach and Broward County for the 2022 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant.

RESOLUTION NO. 2023-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND THE OTHER PARTICIPATING AGENCIES FOR THE 2022 AWARD FROM THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (15PBJA-22-GG-02086-JAGX); AUTHORIZING THE EXECUTION OF A SUBGRANT AGREEMENT WITH BROWARD COUNTY FOR THE DISTRIBUTION OF THE GRANT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County is identified as a “disparate” county, a status that allows the County to submit a joint application to the Department of Justice for an allocation of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) on behalf of Broward County and other Participating Agencies; and

WHEREAS, the participating agencies, inclusive of the City of Dania Beach, formed a working committee and developed a course of action to achieve the goals and objectives of the 2022 JAG Grant; and

WHEREAS, the City seeks to accept the proportionate percentage of the grant award in the amount of Sixteen Thousand Four Hundred Ten Dollars and Four Cents (\$16,410.04), and to utilize a portion of the grant to support a regional crime analyst’s position with the Broward Sheriff’s Office, with the remainder of the grant to be used for law enforcement overtime hours as a valuable resource to combat crime; and

WHEREAS, the City of Dania Beach administration requests authorization to enter into the necessary agreements for the City of Dania Beach to receive the 2022 Department of Justice Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program funds and the associated sub-recipient distribution of grant fund agreement with Broward County; and

WHEREAS, the Broward County Sheriff’s Office District Captain recommends, and the Administration supports City Commission approval of the grant, the Memorandum of Understanding between the City of Dania Beach and Broward County, and the associated sub-recipient agreement.

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 proper City officials are authorized to execute the Memorandum of Understanding with Broward County for the 2022 Edward Byrne Memorial Justice Assistance Grant, and the subgrant agreement with Broward County for the distribution of the JAG funding;

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the above-referenced agreement 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is being executed by Broward County (“County”) and the following participating agencies (hereinafter “Participating Agencies”):

City of Coral Springs	City of Plantation	City of Lauderdale Lakes
City of Dania Beach	City of Sunrise	City of Lauderhill
Town of Davie	City of Tamarac	City of Miramar
City of Hallandale Beach	City of Deerfield Beach	City of Pembroke Pines
City of North Lauderdale	City of Fort Lauderdale	City of Pompano Beach
City of Oakland Park	City of Hollywood	

A. County has been identified as a “disparate” county, such that County is permitted to submit a joint application for an allocation on behalf of County and the Participating Agencies.

B. The Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the FY22 Edward Byrne Memorial Justice Assistance Grant (hereinafter “JAG Grant”).

C. The Participating Agencies formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Grant.

D. County has been selected, through this MOU, to apply for the JAG Grant, administer the program, and serve as the fiscal agent for the disbursement of all funds received for the JAG Grant.

E. This MOU establishes the relationship between the Participating Agencies relating to the JAG Grant Award Number 15PBJA-22-GG-02086-JAGX.

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

1. The above Recitals are true and correct and are incorporated herein by reference.
2. County’s Responsibilities. County will serve as the lead agency and grant administrator for the Participating Agencies for the JAG Grant. Pursuant to the JAG Grant guidelines, funding for the JAG Grant will be provided to County, and County will disperse the funds to the Participating Agencies in the amounts determined by County and submitted to the Department of Justice (“DOJ”).
3. Application Submission. Each Participating Agency is responsible for submitting its own application to County for the JAG Grant, including a program narrative and budget narrative.

County, through its Office of Management and Budget, will submit a single application to the DOJ.

4. Funding. If the JAG Grant is awarded, County will distribute the funds to each Participating Agency in accordance with the JAG Grant and a separate Subgrant Award Agreement (as described in Section 8 below). For Participating Agencies that currently contract with the Broward Sheriff's Office ("BSO") for law enforcement services, County shall distribute the funds to the Participating Agency, which the Participating Agency may then distribute to BSO pursuant to any applicable contract(s) for law enforcement services.

5. The proposed award amount payable to each Participating Agency is as follows:

Participating Agency	Proposed Subgrant Award Amount
City of Coral Springs	\$ 14,725
City of Dania Beach	\$ 16,410
Town of Davie	\$ 20,974
City of Hallandale Beach	\$ 15,425
City of North Lauderdale	\$ 17,318
City of Oakland Park	\$ 21,491
City of Plantation	\$ 16,826
City of Sunrise	\$ 14,829
City of Tamarac	\$ 13,948
Broward County	\$ 64,330.11 *
City of Deerfield Beach	\$ 25,017
City of Fort Lauderdale	\$ 84,567
City of Hollywood	\$ 35,284.05
City of Lauderdale Lakes	\$ 23,773
City of Lauderhill	\$ 45,472
City of Miramar	\$ 25,821
City of Pembroke Pines	\$ 22,762
City of Pompano Beach	\$ 67,742
Total Award Amount	\$ 546,715

*The Broward County subgrant award amount includes a 7.02% administrative fee.

6. For the FY22 JAG Grant, County will retain 7.02% (\$38,379.39) of the JAG Grant total award amount for administrative services associated with implementing the JAG Grant.

7. Term and Termination. This MOU shall commence retroactive to October 1, 2021, and end on September 30, 2025. The continuation of this MOU is subject to the availability of necessary funding from the JAG Grant. This MOU may be terminated upon the written consent of all Participating Agencies.

In addition, a Participating Agency may withdraw from this MOU at any time prior to receipt of any JAG Grant funds by providing thirty (30) days written notice of its intent to withdraw to all other Participating Agencies and County. County shall provide prompt notice to the DOJ. Any resulting guidance provided by DOJ shall be communicated to the Participating Agency and adhered to and carried out in a timely manner by all parties. If a Participating Agency effectively withdraws from this MOU, County may reallocate that Participating Agency's funding to another Participating Agency in accordance with the terms of the JAG Grant.

8. Subgrant Award Agreement. For any Participating Agency to receive the funding specified in this MOU, the Participating Agency must enter into a Subgrant Award Agreement between County, as the grant recipient, and the Participating Agency, as the subrecipient, in substantially the form attached as Exhibit A.

9. Compliance with DOJ Requirements. In performing its duties, responsibilities, and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the Office of Justice Programs' Financial Guide, as amended and Federal OMB Circular A-133, as applicable, and all conditions and requirements of the JAG Grant.

10. Public Records. Each Participating Agency understands that all records created as a result of participating in the JAG Grant may be subject to public disclosure pursuant Section 119.07, Florida Statutes. Each Participating Agency shall be responsible for compliance with applicable public records law regarding any public records request seeking records relating to this MOU, including assisting County by providing the responsive records to County upon request; each Participating Agency shall be responsible for any award of attorneys' fees or costs for that Participating Agency's noncompliance with applicable public records law.

11. Access to Records. Each Participating Agency, its employees, and agents shall allow access to its records concerning this MOU at reasonable times as may be requested by County, the DOJ, the U.S. Comptroller General, or any of their duly authorized representatives. The term "reasonable" shall be construed according to the individual facts and circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. Upon reasonable notice, the Participating Agency shall provide County with any additional documentation, information, or reports as may be required by County.

12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this MOU is effective unless contained in a written document executed with the same or similar formality as this MOU and by duly authorized representatives of County and each Participating Agency.

13. Counterparts and Multiple Originals. This MOU may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOU: 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 October, 2022, and the Participating Agencies, signing by and through representatives duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 20__

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
Form JAG MOU
File #615575
11/02/22

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT FOR FY22
MEMORANDUM OF UNDERSTANDING**

PARTICIPATING AGENCY

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney



BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

This Broward County Standard Subgrant Award Agreement ("Subgrant Award 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 political subdivision of the State of Florida ("Subrecipient"). County and Subrecipient are individually referred to as a "Party" and collectively as the "Parties."

Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A ("Grant").

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative attached as Exhibit B.

C. Subrecipient desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by Subrecipient in accordance with the Grant and this Subgrant Award Agreement.

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

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, Subrecipient represents that it has read the Grant (Exhibit A) and County's Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. Subrecipient will implement the program(s) described in Subrecipient's Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for Subrecipient's performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to Subrecipient under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. Subrecipient shall

invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. Subrecipient must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. Subrecipient may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. Subrecipient represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by Subrecipient to County (collectively, "Reporting Obligations"). Subrecipient shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation
Federal Award Identification Number ("FAIN")	15PBJA-22-GG-02086-JAGX
Subrecipient's Unique Entity Identifier	U56KXBHZUBK9
Federal Award Date to County	September 22, 2022
Grant Award amount to County	\$546,715.00
Subgrant Award Amount	\$17,649
Amount or percentage of Subgrant Award retained by County for administrative expenses	7.02%
Total amount of Grant Funds committed to Subrecipient by County	\$16,410.04
Is any portion of the Grant federally funded? (if yes, Subrecipient must comply with federal requirements in the Subgrant Award Terms)	☐ No ☒ Yes: Amount: <u>\$546,715.00</u> Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	☐ If checked, Subrecipient must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.

Is this award for research & development?	☒ No ☐ Yes
Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2021 – September 30, 2025
Subrecipient Invoicing Schedule	Subrecipient must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
Subrecipient's address and contact information for Notices and payment	Ana M. Garcia, ICMA-CM City Manager City Manager's Office 100 W. Dania Beach Blvd Dania Beach, Florida 33004 954-924-6808 agarcia@daniabeachfl.gov
Performance Report requirements	Semi-annual
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
Subgrant Program Description and Scope of Services Summary	
Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow the Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys.	
Additional Subgrant Award Terms (if any)	
Subrecipient must submit all invoices and Reporting Obligations as specified in the Subgrant Award Terms unless otherwise indicated by County in writing.	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award 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 October, 2022, and City of Dania Beach, signing by and through its representative, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20

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

By _____
De'Anne A. Jackson (Date)
Assistant County Attorney

DAJ/cv
FY22 Dania Beach
File #615597
11/02/22

BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR / CITY MANAGER

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

✓ Award Letter

September 22, 2022

Dear Monica Cepero,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$546,715.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in

office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

BROWARD, COUNTY OF

UEI

P62KF2SJJ237

Street 1

115 S ANDREWS AVE RM 409

Street 2

City

FORT LAUDERDALE

State/U.S. Territory

Florida

Zip/Postal Code

33301

Country

United States

County/Parish

Province



Award Details

Federal Award Date

9/22/22

Award Type

Initial

Award Number

15PBJA-22-GG-02086-JAGX

Supplement Number

00

Federal Award Amount

\$546,715.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)



I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial
Justice Assistance Grant Program - Local
Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13688927

Grant Manager Name Phone Number

Tamaro White 202-597-7548

E-mail Address

Tamaro.White@usdoj.gov

Project Title

Broward County/Broward Sheriff's Office 2022 JAG Project

**Performance Period Start
Date**

10/01/2021

**Performance Period End
Date**

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.



I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other

pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de

minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that

receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or

any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or

change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

 40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

 41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the

following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

 47**Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

 48**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

 49**Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

 50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)☐

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Acceptance**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:44 PM

Authorized Representative☐**Entity Acceptance**

Title of Authorized Entity Official

County Administrator

Signed Date And Time

**Exhibit B
Program Narrative**

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

PROJECT ABSTRACT

Dania Beach will utilize awarded JAG Funds for overtime expenses related to a conveyance and business burglary prevention initiative. These funds will allow the Dania Beach to conduct plainclothes and unmarked surveillance in locations that are experiencing an increase in the above crimes. These locations will be identified through our regional crime analyst who will provide current data regarding times, dates and location of crimes. Deputies and Detectives will be deployed in these areas in an attempt to apprehend suspects who are responsible for committing these offenses. Deputies and Detectives will also meet with business owners throughout Dania Beach and conduct CPTED (Crime Prevention Through Environmental Design) surveys. These surveys will assist in identifying ways to improve the security of facilities and parking lots.

GOALS:

- To reduce the amount of conveyance and business burglaries and apprehend those responsible.
- To monitor known offenders and reduce the likelihood of them committing more crimes.
- Support the retention of the regional crime analyst.

OBJECTIVES/STRATEGIES:

- Conduct surveillance on locations that have experienced an increase in conveyance and business burglaries.
- Meet with business owners and conduct CPTED surveys of their property in order to “Target harden” facilities and parking lots.

IDENTIFIERS:

- Conveyance Burglaries
- Business Burglaries
- Repeat Offender

PROJECT NARRATIVE:

STATEMENT OF THE PROBLEM: (Description of the Issue)

Currently, the City of Dania Beach is the home to numerous construction projects such as several

hotels, a casino, roadway improvements, and beach revitalization. Also, the Dania Pointe project which is a 102 acre of premier development with almost 1 million square feet of retail and restaurants in addition to offices, hotels, luxury apartments and public entertainment venues. The city has various main thoroughfares running through and around it such as; State Road 7, I-95, I-595, State Road 84, Federal Highway and Florida's Turnpike. Dania Beach also borders Fort Lauderdale International Airport and Port Everglades. This causes large amounts of vehicular traffic and vacationers to pass through or lodge in the city. During Dania Beach's growth, there has been an increase in conveyance and business burglaries. In 2021 (January thru mid-July) there have been a total of 135 conveyance burglaries reported. In 2021 (January thru mid-July) there have been a total of 25 business burglaries reported. A majority of the cases stem from the numerous parking lots and commercial areas located within the city.

PROJECT DESIGN AND IMPLEMENTATION:

The Conveyance and Business Burglary Prevention Initiative is designed to conduct surveillance on locations that have experienced an increase in conveyance and business burglaries. In addition, law enforcement officers will meet with business owners and conduct CPTED surveys of their property in order to "Target harden" facilities and parking lots.

Covert surveillance will be conducted by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity (Field interviews, citations and arrests) will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

Law Enforcement will conduct covert surveillance by assigned personnel at locations determined by the data provided by the Regional Crime Analyst. All activity will be routed via Computer aided Data (CAD) dispatch (calls for service), Event Reports, Field Interviews, Citations and Arrests will be documented by each employee on an end of shift report. Any suspects detained will be interviewed/debriefed by a detective. Assigned personnel will meet with surrounding jurisdictions to discuss crime trends and possible suspects.

CAPABILITIES and COMPETENCIES:

All assigned personnel will be or have been trained to conduct covert surveillance along with CPTED Practitioners who have been certified to conduct security surveys to "Target harden" identified locations.

PLAN for COLLECTING the DATA:

All grant activities will be documented by law enforcement officers and the City of Dania Beach will provide quarterly programmatic reports Broward County to submit through BJA's

Performance Measures Platform.

DISCLOSURE OF PENDING APPLICATIONS:

The city of Dania Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

DISCLOSURE OF HIGH-RISK STATUS:

The city of Dania Beach is not identified as a “High Risk Status” in accordance with grant guidelines.

DISCLOSURE of LOBBYING:

The city of Dania Beach is not or has not been involved in lobbying.

LOCAL GOVERNING BODY REVIEW:

The city of Dania Beach will forward proof that this application will be reviewed by its Commission.

EXHIBIT C
Subgrant Program Budget

AGENCY: City of Dania Beach

PROJECT NAME: Conveyance and Business Burglary Prevention Initiative

Federal award identification number - **15PBJA-22-GG-02086-JAGX**

**Budgets may be modified subject to the approval
of the United States Department of Justice**

BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	16,410.04
H. OTHER	\$	-
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	16,410.04



BROWARD COUNTY STANDARD SUBGRANT AWARD TERMS AND CONDITIONS

These Standard Subgrant Award Terms and Conditions ("Subgrant Award Terms") state the terms for subgrant agreements entered into between Broward County ("County") and the subrecipient identified in the applicable Subgrant Award Agreement ("Subrecipient") (each a "Party" and collectively referred to as "Parties").

RECITALS

A. For the applicable Grant, County serves as a pass-through entity, providing certain grant funds to Subrecipient pursuant to the Subgrant Award Agreement.

B. In order to receive Grant funding from County, Subrecipient agrees to comply with these Subgrant Award Terms in addition to all of the relevant requirements and conditions imposed by the Awarding Agency pursuant to the Grant.

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

ARTICLE 1. DEFINITIONS

All capitalized terms utilized in the Subgrant Award Agreement shall have the same meanings when used in these Subgrant Award Terms. In addition, the following terms shall have the following meanings:

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Awarding Agency** means the entity that awards or provides the Grant funding to County for allocation pursuant to the terms of the Grant.
- 1.3. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the Director of the Broward County Office of Management and Budget or their designee.
- 1.6. **Grant** means the grant identified in the "Grant Award Details" section of the Subgrant Award Agreement and/or attached thereto as Exhibit A.
- 1.7. **Grant Funds** means the funding received by County pursuant to the Grant that is allocated to Subrecipient pursuant to the Subgrant Award Agreement.

1.8. **Services** means all activities and services to be performed by Subrecipient under the Subgrant Award Agreement, including all obligations imposed by the Grant upon County, as the Grant recipient, or Subrecipient, as the agency implementing the Grant Program(s).

1.9. **Subgrant Award Agreement** means the subgrant agreement entered into between County and Subrecipient that incorporates these Subgrant Award Terms.

1.10. **Subgrant Program** means the goods or services, including programs, purchases, reimbursements, or other activities, of the Subrecipient that the Grant was provided by the Awarding Authority to fund. The Grant Program may be detailed more specifically in the "Grant Award Details" section of the Subgrant Award Agreement.

ARTICLE 2. SUBGRANT PROGRAM SCOPE

Subgrant Program. Subrecipient will implement the Grant Program stated in the Subgrant Award Agreement and perform all Services required of Subrecipient under the Grant.

ARTICLE 3. GRANT FUNDS

3.1. The Grant Funds shall be utilized by Subrecipient solely in accordance with the Subgrant Award Agreement, these Subgrant Award Terms, and the Grant. The Subgrant Award Amount stated in the Subgrant Award Agreement is the maximum amount payable to Subrecipient.

3.2. Failure of Subrecipient to comply with the provisions in the Subgrant Award Agreement will result in required corrective action, up to and including financial consequences and termination. A financial consequence may be imposed by County for Subrecipient's noncompliance with these Subgrant Award Terms and/or the Subgrant Award Agreement, or 2 C.F.R. § 200.339 if the Grant is federally funded, including disallowance of Subgrant Program costs and withholding of funds.

ARTICLE 4. METHOD OF BILLING AND REIMBURSEMENT

4.1. Unless otherwise stated in the Subgrant Award Agreement, Subrecipient shall submit invoices only for costs and expenses that are reimbursable under the Grant and that were incurred for purposes permitted under the Grant. County will not reimburse Subrecipient for costs or expenses incurred for any purpose other than those specified the Subgrant Award Agreement. Invoices shall be submitted to County at the address specified in the "Notices" provision using the Reimbursement Request Form provided by County. Invoices must be submitted within the Invoicing Schedule, but only after the Subgrant Program activities for which the invoices are submitted have been completed. All project expenditures requested by Subrecipient for reimbursement must be submitted in sufficient detail for proper pre-audit and post-audit review. Invoices must designate the nature of the Services completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. County may, in its sole discretion, disallow and not provide reimbursement to Subrecipient for any amounts invoiced inconsistent with the Invoicing Schedule.

4.2. Subrecipient acknowledges that unless the Project Period for a Grant is modified by the Awarding Agency, County will not provide any portion of the Subgrant Award Amount for any Services performed before or after the Project Period. Subrecipient will not submit an invoice for, and will not seek reimbursement of, any costs or expenses other than those incurred during the Project Period. County shall have no obligation to reimburse Subrecipient for any costs or expenses not incurred during the Project Period. If the Project Period is modified by the Awarding Agency, such modified Project Period shall automatically be incorporated into the Subgrant Award Agreement upon written notice by the Contract Administrator to Subrecipient.

ARTICLE 5. SOVEREIGN IMMUNITY; INDEMNIFICATION

5.1. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the Subgrant Award Agreement or any other contract.

5.2. If Subrecipient contracts with a third party ("Contractor") for Subgrant Program goods or services, the contract with each such Contractor must include the following provision (the term "Contractor" in the provision may be replaced by the applicable term used in Subrecipient's agreement for that party):

Contractor shall indemnify, hold harmless, and defend Broward County and all of Broward County's past, present, and future officers, agents, 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 Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from Broward County, defend each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward 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. To the extent considered necessary by the Broward County Attorney, any sums due to Contractor under this agreement may be retained 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.

Notwithstanding Subrecipient's use of a Contractor, Subrecipient shall remain solely liable to County for performance of all obligations under the Grant, the Subgrant Award Agreement, and these Subgrant Award Terms.

ARTICLE 6. INSURANCE

Subrecipient must comply with any and all applicable insurance requirements stated in the Grant and/or the Subgrant Award Agreement. Upon County's request, Subrecipient shall provide verification of compliance with the applicable insurance requirements.

ARTICLE 7. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

7.1. Subrecipient shall ensure that all expenditures and cost accounting of Grant Funds fully complies with the Grant.

7.2. Subrecipient must maintain written procedures for procurement transactions relating to the Subgrant Program. Procedures must ensure that all solicitations comply with the requirements of 2 C.F.R. § 200.319, "Competition," if applicable to the Grant.

7.3. Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it pursuant to the Subgrant Award Agreement. Subrecipient shall have and maintain financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of such funds. An adequate accounting system for Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

7.4. If the Grant is federally funded, Subrecipient's obligations include the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"), as applied to the Grant. The Subgrant Award Agreement for any federally funded Grant is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance, and includes the information required pursuant to 2 C.F.R. Part 200.332.

ARTICLE 8. MANAGEMENT AND REPORTING REQUIREMENTS

8.1. Performance. In the event of Subrecipient's default, noncompliance, or violation of any provision of the Grant, the Subgrant Award Agreement, and/or these Subgrant Award Terms, as determined in the sole discretion of County, County may impose sanctions it deems appropriate, which may include withholding payments or cancellation or termination of the Subgrant Award Agreement in whole or in part. In such event, County will provide written notice to Subrecipient of its decision at least thirty (30) days before the effective date of such sanction. If the sanction includes cancellation or termination of the Subgrant Award Agreement, such notice from County shall include the date by which Subrecipient must cease all Services ("Cessation Date"). If the Subgrant Award Agreement is cancelled or terminated pursuant to this section, Subrecipient shall be reimbursed only for those Services satisfactorily completed in compliance with the Subgrant Award Agreement prior to the Cessation Date, unless otherwise approved in writing by the County Administrator.

8.2. Performance Reports.

8.2.1. Subrecipient must submit project performance reports (“Performance Reports”) as stated in the Subgrant Award Agreement. These reports shall be submitted to the Contract Administrator within the timeframe(s) specified in the Subgrant Award Agreement.

8.2.2. Report Contents. The Performance Reports must include the following: (1) a summary of the goals for the Subgrant Program; (2) the Services performed during the reporting period; (3) the progress to date toward achieving each goal for the Subgrant Program; and (4) a description of any issues that may negatively impact achieving the goals for the Subgrant Program. County may request additional information or modifications to the Performance Report if necessary to comply with any applicable reporting requirements in the Grant, and Subrecipient shall promptly modify and resubmit the Performance Report within the required timeframe for the Performance Reports provided in the Grant Award Details.

8.3. Financial Reports.

8.3.1. Subrecipient must submit financial reports (“Financial Expenditure Reports”) in accordance with the requirements of the Grant. Financial Expenditure Reports must be submitted even when no reimbursement is requested. Financial Expenditure Reports must be electronically signed by Subrecipient and Subrecipient’s chief financial officer or the chief financial officer’s designee. Subrecipient must submit to County any outstanding Financial Expenditure Reports no later than sixty (60) days after the end or termination of the Grant, whichever is earlier.

8.3.2. Subrecipient must also submit a Federal Financial Report (FFR or SF-425) to County if required by the Grant.

8.4. Unless otherwise stated in the Subgrant Award Agreement, all reports required pursuant to this section or the Reporting Obligations must be submitted to the Contract Administrator. After County reviews and approves the reports, County will submit the reports to the Awarding Agency if required by the Grant. Failure to comply with any of the requirements of this article may result in forfeiture of Grant Funds.

ARTICLE 9. MONITORING AND AUDITS

9.1. Access to Records. County, the Awarding Agency, the U.S. Comptroller General (for federally funded Grants), and any of their duly authorized representatives shall have access to books, documents, papers, and records of Subrecipient and Subrecipient’s Contractors related to the Grant or the Subgrant Award Agreement for the purpose of audit and examination. County may unilaterally terminate the Subgrant Award Agreement if Subrecipient or Subrecipient’s Contractor refuses to allow public access to all documents, papers, letters, or other materials made or received in conjunction the Grant and subject to Chapter 119, Florida Statutes, or other

applicable public records law, unless specifically exempted and/or made confidential by Applicable Law.

9.2. Monitoring. Subrecipient must comply with County's grant-monitoring guidelines, protocols, and procedures, and cooperate with County on all grant-monitoring requests, including requests related to desk review, enhanced programmatic desk reviews, site visits, and contract reviews and audits. Subrecipient must provide all documentation deemed necessary by County to complete monitoring of the Grant Funds and verify Subrecipient's expenditures. Further, Subrecipient must abide by deadlines set by County for providing requested documents. Failure of Subrecipient to cooperate with grant-monitoring activities may result in sanctions, including, but not limited to withholding or other restrictions on Subrecipient's access to funds, referral to the County Auditor for audit review, or termination of the Subgrant Award Agreement.

9.3. Property Management. Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or procured with Grant Funds, consistent with any federal property management standards set forth in the Grant. The obligations of this section continue for as long as Subrecipient retains the property, notwithstanding expiration or termination of the Subgrant Award Agreement.

9.4. Retention of Records. Unless a longer period is specified in the Subgrant Award Agreement, Subrecipient must maintain all records relating to the Grant for a minimum of five (5) years after the date of the final financial report. Subrecipient must comply with applicable retention schedules established by Applicable Law, including without limitation the State of Florida General Records Schedule, including, as applicable, GS1-SL for State and Local Government Agencies and/or GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners.

9.5. Single Annual Audit.

9.5.1. Subrecipient must have a single audit or program-specific audit conducted for each fiscal year in which Grant Funds are received or expended. If the Grant is federally funded, the audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law, and the Subgrant Award Agreement must be identified in Subrecipient's schedule of federal financial assistance in the subject audit. Subrecipient's audit report must identify the Subgrant Award Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

9.5.2. The complete audit report must be submitted to County within thirty (30) days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to County must include Subrecipient management's written response to all findings, management letters, if any, and Subrecipient management's response to the management letters, if any.

9.5.3. Audits must be completed by an Independent Public Accountant (“IPA”) and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to the Part 200 Uniform Guidance (if Grant is federally funded), and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.5.4. Subrecipient must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with Applicable Law, including but not limited to, preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient’s follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance, to the extent applicable.

9.5.5. Subrecipient must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued. County, in its sole discretion, may extend this records retention period upon written notice to Subrecipient.

9.5.6. If the Grant is closed without audit(s) that include the entirety of Grant Funds received by Subrecipient and the expenditure of all such funds, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.5.7. If the Grant is federally funded, the Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed pursuant to 2 C.F.R. § 200(F) must be completed and submitted to the Federal Audit Clearinghouse by thirty (30) calendar days after receipt of the auditor’s reports or nine (9) months after the end of the audit period, whichever is earlier. Such submissions must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by Subrecipient’s chief financial officer or designee.

ARTICLE 10. TERMINATION

10.1. Termination for Cause. The Subgrant Award Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Subgrant Award Agreement may be terminated for cause by County for Subrecipient’s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in the Subgrant Award Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect invoices or requests for reimbursement.

Termination for cause by County may be made by the County Administrator, the County representative expressly authorized under the Subgrant Award Agreement, or the County

representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates the Subgrant Award Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 10.2 effective thirty (30) days after such notice was provided and Subrecipient shall be eligible for the compensation provided in Section 10.3 as its sole remedy.

10.2. Termination for Convenience; Other Termination. The Subgrant Award Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Subrecipient. Subrecipient acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate the Subgrant Award Agreement for convenience including in the form of County's obligation to provide advance notice to Subrecipient of such termination in accordance with this section. The Subgrant Award 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.

10.3. Effect of Termination on Reimbursement. If the Subgrant Award Agreement is terminated by either Party, any reimbursement(s) requested by Subrecipient for Subgrant Program activities properly performed prior to the date of written notice of termination or the Cessation Date, whichever is earlier, shall be reimbursed by County pursuant to the terms of the Subaward Agreement, subject to any right of County to retain any sums otherwise due and payable to Subrecipient. Any Subgrant Program activities or expenditures performed or incurred by Subrecipient after such date shall not be subject to reimbursement by County.

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

10.5. In addition to any termination rights stated in the Subgrant Award Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Subrecipient to manage and supervise the performance of the Subgrant Award Agreement. In addition to any other authority provided to the Contract Administrator in these Subgrant Award Terms or the Subgrant Award Agreement, the Contract Administrator may approve modifications to the Program Narrative or Program Budget and may execute amendment(s) to the Subgrant Award Agreement that the Contract Administrator deems necessary to effectuate the purpose of the Grant, subject to compliance with the Grant and provided there is no increase in cost to County.

11.2. Public Records. Notwithstanding anything else in the Subgrant Award Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of the Subgrant Award Agreement. If Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

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 Applicable 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 Applicable Law for the duration of the Subgrant Award Agreement and after completion or termination of the Subgrant Award Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of Subgrant Award Agreement, transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains the public records, Subrecipient shall meet all requirements of Applicable Law 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.

If Subrecipient receives a request for public records regarding the Subgrant Award Agreement or the Services, Subrecipient must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Subrecipient must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Subrecipient contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Subrecipient asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Subrecipient must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Subrecipient must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Subrecipient as Restricted Material, County shall

refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Subrecipient, or the claimed exemption is waived. Any failure by Subrecipient to strictly comply with the requirements of this section shall constitute Subrecipient's waiver of County's obligation to treat the records as Restricted Material.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE SUBGRANT AWARD AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-357-6348, GRANTS@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 404, FORT LAUDERDALE, FLORIDA 33301.

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

11.4. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under the Subgrant Award Agreement is as a Party and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from the Subgrant Award Agreement and shall not be attributable in any manner to County as a Party to the Subgrant Award Agreement.

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

11.6. Notice and Payment Address. Unless otherwise stated in the Subgrant Award Agreement, for notice to a Party to be effective, 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). Notice and payment to Subrecipient shall be made to the address shown for Subrecipient in the Subaward Grant Agreement. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Office of Management and Budget
115 South Andrews Avenue, Suite 404

11.7. Assignment. The Subgrant Award Agreement may not be assigned, transferred, or encumbered by Subrecipient without the prior written consent of County, which may be withheld in its sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of the Subgrant Award Agreement, and permit County to immediately terminate the Subgrant Award Agreement, in addition to any other remedies available to County at law or in equity.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth is substantial and important to the formation of the Subgrant Award Agreement, and each is, therefore, a material term. County's failure to enforce any provision of the Subgrant Award Agreement shall not be deemed a waiver of such provision or modification of the Subgrant Award Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the Subgrant Award 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. Subrecipient and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of the Grant.

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

11.11. Joint Preparation. The Subgrant Award Agreement shall not be construed more strictly against either Party.

11.12. Interpretation. The titles and headings contained in the Subgrant Award Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Subgrant Grant Award Agreement. All personal pronouns used in the Subgrant Award 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" refer to the Subgrant Award 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, such reference is to the section or article as a whole, including all subsections thereof, 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.13. Priority of Provisions. Unless expressly specified in the Subgrant Award 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 the Subgrant Award Agreement and any provision of the articles of these Subgrant Award Terms, the provisions contained in Sections 1-8 of the Subgrant Award Agreement prevail and will be given effect.

11.14. Law, Jurisdiction, Venue, Waiver of Jury Trial. The Subgrant Award 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 the Subgrant Award 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 the Subgrant Award 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE SUBGRANT AWARD AGREEMENT.**

11.15. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of the Subgrant Award Agreement is effective unless contained in a written document executed with the same or similar formality as the Subgrant Award Agreement and by duly authorized representatives of County and Subrecipient.

11.16. Prior Agreements. Unless otherwise stated in the Subgrant Award Agreement, the Subgrant Award Agreement represents the final and complete understanding of the Parties regarding the Grant and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the Grant are contained herein.

11.17. Payable Interest

11.17.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Subrecipient for any reason, whether as prejudgment interest or for any other purpose, and Subrecipient waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with the Subgrant Award Agreement.

11.17.2. 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 the Subgrant Award 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).

11.18. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in these Subgrant Award Terms by reference.

11.19. Counterparts and Multiple Originals. The Subgrant Award Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or

electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.20. Use of County Name or Logo. Subrecipient shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.21. Time of the Essence. Time is of the essence for Subrecipient's performance of all obligations under the Subgrant Award Agreement and these Subgrant Award Terms.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH

Purchasing Requests ONLY

Dept:

Acct #:

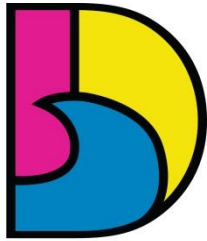
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum - Hollywood Annexation Request for Feb. 28 Meeting (2-14-22 updated), O-2023-003 Hollywood and BC Interlocal Service Boundary Agreement (OT-059-22) for Annexation of Hollywood Land within Ocean Park



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: February 28, 2023

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager
Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2023.02.14 14:22:57 -05'00'

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

SUBJECT: **OT-059- 22:** The City's Request to Annex Land Owned by the Florida Department of Transportation and Located in the City of Hollywood

Request

To annex land owned by the Florida Department of Transportation (FDOT) into the City of Dania Beach from the City of Hollywood.

Background

Part of the City's Oceanfront Park is owned by FDOT, the remainder of the land is owned by the City. Additionally, the park is partly in the jurisdiction of Hollywood, and the remainder in the jurisdiction of Dania Beach.

The parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT. The FAU parking area is jurisdictionally located within the city limits of Dania Beach and the City of Hollywood.

It has been the City's goal to work with FAU so that the City can repurpose the FAU parking lot by building a public parking garage. The garage would house all the required parking for FAU but would also provide the City overflow parking for its beach, and for its two restaurants, the Quarterdeck and the Lucky Fish (currently under development). To proceed with this parking garage plan, the City will need to undertake several tasks of negotiating with FAU for the use of the parking lot, and to obtain title to the portion of land that is part of FAU's parking lot that is owned by FDOT. FDOT has agreed, in theory, to transfer the FDOT parcel (within the FAU parking area) to the City, provided the land is located within the City's jurisdictional limits. As indicated above, some of the land is located within the jurisdictional limits of the City of Hollywood. This land, as identified at Exhibit A to the Resolution, is the area sought for annexation.

This proposed transfer/annexation would enable the City to control all the land needed to construct a new structured parking lot for the public. To proceed with negotiations with FDOT and with FAU (to repurpose the FAU leased parking area, to be a parking garage with FAU parking and City public parking), the City is seeking to annex the area of FDOT land within the FAU parking area that is located within the City of Hollywood.

On July 12, 2022, the City Commission approved Resolution No. 22-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes. Pursuant to that resolution the City asked to readjust their respective boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits. On August 31, 2022, the Hollywood City Commission entertained the possible de-annexation of the .2 acres Parcel and directed staff to initiate negotiations with the City of Dania Beach. The representatives of the two cities met to discuss deal points. Thereafter, the City Commission of Dania Beach provided direction to staff that any agreement for the use of the City's parking facility by Hollywood Citywide residential Parking Permit holders be for a term less than "perpetuity." Ultimately, on October 25, 2022, the Dania Beach City Commission, informally authorized four, five-year terms during which Hollywood Citywide Residential Parking Permit Holders could park at the City's parking garage at the Oceanfront park. The actual terms discussed are as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.

On December 7, 2022, the City of Hollywood City Commission unanimously approved the draft Interlocal Service Boundary Agreement, at first reading, with the above conditions, and recommended three additional conditions:

- (1) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four - five year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five year periods expire.
- (2) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 year or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.

- (3) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.

The two subsections [(5) and (6)], are consistent with Florida Statute Section 171.203, which is the statute governing Interlocal Service Boundary Agreement. Subsection (4) simply confirms, that the Interlocal may only have a 20-year existence. If the parking garage is not built for several years, then the City would not be providing Hollywood the full benefit of negotiations (the 4, 5-year periods). The covenant stresses the City's desire to honor the full 20-year period.

In the interim, FDOT has provided two sets of comments to the draft interlocal agreement. The second set of edits materially changed the title to the ordinance approving the Interlocal Agreement. Because of those changes, the City needs to go back to a first reading of the Interlocal Agreement, as FDOT struck all reference to the City's Ocean Park. *See Neumont v. State*, 967 So.2d 822 (Fla. 2007). Failure to re-do the notice, and go back to first reading could result in a challenge to the ordinance. In order to ensure that the ordinance can proceed without challenge, the ordinance has been re-noticed for first reading, and scheduled for second reading, public hearing.

Additionally, the City of Hollywood will have to hold a second and final hearing on the Interlocal Service Boundary Agreement. The City will thereafter need to hold its second and final hearing. Then, the finalized item would be presented to Broward County, at one public hearing, for approval. Broward County has not requested any conditions to approval.

Simultaneous with the adoption the Interlocal Service Boundary Agreement, the City of Dania Beach will prepare a Future Land Use Map (FLUM) Amendment to the City's Comprehensive Plan to identify the proposed uses of the annexed land. This FLUM is a requirement of the Chapter 171, Florida Statute process.

The proposed Ordinance authorizing the Interlocal Service Boundary Agreement, is in the best interest and welfare of the residents of the City and that it is not to the detriment of the City of Hollywood as it obtains no ad valorem taxes from FAU and is a small portion of a parcel that is being used as a parking lot. The City is located adjacent to the Ft. Lauderdale/Hollywood Airport and the Ft. Lauderdale Seaport, the proposed parking garage would service the residents of Dania and Hollywood, as well as the many tourists that visit the greater Ft. Lauderdale area. The proposed parking garage would alleviate much of the trip congestion along AIA, due to the closure of Oceanfront Park due to a lack of access to the beach.

Budgetary Impact

Annexation of the subject land will assist the City with completing the process that would allow the City to negotiate with FDOT to obtain title to the portion of the parking lot owned by FDOT, and controlled by FAU, so that a public parking garage can be built at the beach for overflow parking. Any parking revenues eventually generated would be used to pay the debt service for the construction of the public parking garage.

Recommendation

Approve the ordinance at first reading and schedule second reading.

EAB/la

ORDINANCE NO. 2023-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE CITY OF HOLLYWOOD AND BROWARD COUNTY FOR THE CONTRACTION OF CERTAIN LANDS LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF HOLLYWOOD AND THE ANNEXATION OF THE LAND BY THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property subject of this agreement is owned by the Florida Department of Transportation (FDOT), the remainder of the land is owned by the City, and part of the land owned by FDOT is located in the jurisdiction of Hollywood; and

WHEREAS, the parcel identified as 45-320 North Beach Road, consists of a portion of the parking lot for Florida Atlantic University (FAU), which property is owned by the City of Dania Beach and leased to FAU for \$1.00 a year, through year 2046 with an option to extend through 2095, and the remainder of the FAU parking area is owned by FDOT, and as indicated above, is partly (.2 acres) within the jurisdictional limits of the City of Hollywood; and

WHEREAS, it has been the City's goal to work with FAU, its sub-tenant US Navy, and FDOT, so that the City can repurpose the FAU parking lot by building a public parking garage; and

WHEREAS, FDOT will agree to convey the subject land to the City upon the condition that the land be used solely for public parking garage with no benefit to any private entities exclusively. Public purpose and use require that the lot be open to the public at large; and

WHEREAS, said conveyance shall contain a reversionary clause wherein title will automatically revert back to FDOT should the subject property be used for any purpose other than public parking garage purpose as shall be referenced within the conveyance document from FDOT to the City; and

WHEREAS, to proceed with the City's objective, the City seeks the annexation of FDOT's .2 acres of land located within the City of Hollywood; and

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act", provides counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing for the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City of Dania Beach, the City of Hollywood, and Broward County have the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163. 01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters; and

WHEREAS, the City of Dania Beach has requested the City of Hollywood to readjust their respective boundaries to provide that real property (.2 acres of land) be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, which land is owned by the Florida Department of Transportation (FDOT); and

WHEREAS, on July 12, 2022, the Dania Beach City Commission approved Resolution No. 2022-113, which authorized the start of negotiations with the City of Hollywood and Broward County of an Interlocal Service Boundary Agreement, pursuant to the authority contained in Chapter 171, Florida Statutes, which resolution asked the City of Hollywood to re-adjust its boundaries to provide that the FDOT Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits, and requested that Broward County also agree to this request; and

WHEREAS, on August 31, 2022, and pursuant to Section 171.203, Florida Statutes, the Hollywood City Commission adopted a responding Resolution (R-2022-242) to Dania Beach's and Broward County's request to negotiate an Interlocal Service Boundary Agreement to annex approximately 0.204 acres of land, owned by FDOT within the jurisdictional limits of the City of Hollywood , as more particularly described in the attached Exhibit "A" ("subject parcel"); and

WHEREAS, on August 25, 2022, the County Commission authorized Resolution No. 2022-113, agreeing to proceed with the annexation/de-annexation process; and

WHEREAS, on December 7, 2022, the City Commission of the City of Hollywood approved Proposed Ordinance No. 2022-024, which, on first reading authorizes the entry into an Interlocal Services Boundary Agreement with Dania Beach and the County to contract .2 acres from the jurisdiction of Hollywood, with certain conditions; and

WHEREAS, the Interlocal Service Boundary Agreement attached as Exhibit “A” to this ordinance includes, among other objectives, the following revised negotiation points:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.
- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) The City of Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four five-year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 years or less. The Agreement requires renegotiations to begin at least 18 months before its termination date. The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), may be enforced over the next 20 years.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.
- (7) The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), above, may be enforced over the next 20 years; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest of the residents of the City of Dania Beach as the City intends to construct additional public parking by constructing a parking garage which includes the .2 acres of land being annexed from the City of Hollywood;

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Ordinance.

Section 2. That pursuant to Section 171.203(1), Florida Statutes, it approves and authorizes the execution, by the appropriate City officials, of the attached Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached as Exhibit “A”.

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

Section 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on February 28, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

AFTER RECORDING RETURN TO:

CITY OF DANIA BEACH
ATTN: CITY CLERK
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

For Recording Purposes Only

**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF DANIA BEACH, FLORIDA,

and

CITY OF HOLLYWOOD, FLORIDA,

and

BROWARD COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF DANIA BEACH**, a municipal corporation in the State of Florida whose mailing address is 100 West Dania Beach Blvd., Dania Beach, Florida 33004 ("Dania Beach"), the **CITY OF HOLLYWOOD**, a municipal corporation in the State of Florida whose mailing address is 2600 Hollywood Blvd., Hollywood Florida 33020-4807 (hereinafter referred to as "Hollywood"), and **BROWARD COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, the Florida Department of Transportation (FDOT) owns a parcel of land that is partially located within the jurisdictional limits of Hollywood and consists of approximately .2 acres, and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel"); and

WHEREAS, Dania Beach and Hollywood desire to readjust their respective boundaries to provide that Parcel be contracted from Hollywood's jurisdictional limits and annexed into Dania Beach's jurisdictional limits; and

WHEREAS, once the land is annexed within the jurisdiction of Dania Beach, Dania Beach will negotiate with FDOT to acquire the .2 acres from FDOT, so that Dania Beach can ultimately join all its land together in a sufficient size to be able to construct a public parking garage; and

WHEREAS, the parcel is contiguous to the jurisdictional limits of Dania Beach and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Dania Beach if such parcel were not currently within the jurisdictional limits of Hollywood; and

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Dania Beach to annex the Parcel; and

WHEREAS, on July 22, 2022, Dania Beach issued Resolution No. 2022-113, requesting that the County and Hollywood negotiate an interlocal to authorize Dania Beach to annex the .2 acres of land from Hollywood; and

WHEREAS, on August 23, 2022, the County approved Resolution No. 2022-361, authorizing the County to negotiate with the parties to proceed with the annexation process; and

WHEREAS, on August 31, 2022, Hollywood issued Resolution 2022-242, authorizing certain negotiation points for Dania Beach to consider in order to move forward with an interlocal agreement; and

WHEREAS, Hollywood and Dania Beach have come to an agreement on the conditions for authorizing the annexation into Dania Beach of the .2 acres of land; and

WHEREAS, the County joins this Agreement to consent to the agreement reached between Dania Beach and Hollywood as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. Effective Date.

In order to approve this Agreement, Dania Beach and Hollywood shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of the Parcel from Hollywood and its annexation into Dania Beach. Dania Beach and Hollywood agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The effective date ("Effective Date") of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Dania Beach approving this Agreement and Dania Beach has executed this Agreement; (ii) an ordinance is adopted by Hollywood approving this Agreement and Hollywood has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. Annexation from Hollywood.

On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Hollywood and simultaneously annexed into the jurisdictional limits of Dania Beach. Thereafter, Dania Beach shall have jurisdiction of the Parcel for public parking garage purposes and within a reasonable period of time Dania Beach shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to the Parcel, which the Dania Beach maintains is in line with the limited public parking garage use.

SECTION IV. Conditions of Interlocal as to City of Hollywood.

Hollywood and Dania Beach agree as follows:

- (1) At no cost to Hollywood, Dania Beach will create an e-vehicle transit hub for charging various types of public transportation vehicles that serve and may be operated by both municipalities and/or other governmental entities, which may include public amenities (a joint stop for a micro-transit hub for Hollywood and Dania public transit vehicles).
- (2) Dania Beach will honor and permit Hollywood Citywide Residential Parking Permits in the garage on weekdays only, for a five-year period, with three additional five-year extension terms, under the condition that Dania Beach can properly finance all secured bond or loan funding for the proposed parking garage through the revenue obtained from

the parking garage use. The parking permit authorization shall exclude the following weekday days: national holidays and Broward County School Board spring break week.

- (3) The parties will work and collaborate with the Hollywood Beach Business and Civic Associations and property owners located proximate to AIA and Cambridge Street on the parking garage design and layout as a part of the development review process and prior to Dania Beach applying for building permits.
- (4) Dania Beach covenants that the right of Hollywood Citywide Residential Parking Permit Holders to utilize the new garage (identified at subsection 3 above) for four - five year period shall commence upon the opening of the garage. All other terms may sunset in 20 years from execution of this Agreement, but the four five-year option periods, consistent with the terms of subsection 3 above, shall not sunset until all four five-year periods expire.
- (5) Pursuant to Florida Statute Section 171.203(12), an interlocal service boundary agreement may be for a term of 20 years or less. The Agreement requires renegotiations to begin at least 18 months before its termination date.
- (6) As a result of the Florida Statutes 171.203, the Agreement is for a 20-year term and is subject to the discussion and negotiation of at least 18 months prior to the end of the term of this Agreement.
- (7) The transfer of jurisdiction will occur within six months of execution of the Agreement, and the conditions contained herein, at paragraphs (1) through (6), may be enforced over the next 20 years.

SECTION VI. Term and Periodic Review.

Pursuant to Section 171.203(12), Florida Statutes, the term of this Agreement is for 20 years from the Effective Date. The parties agree to periodically review this Agreement every five years and to commence renegotiation of the terms of this Agreement no later than 18 years after its Effective Date.

SECTION V. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Broward County, Florida.

2. This Agreement shall be construed and enforced 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. Each party expressly waives any rights it may have to a trial by jury of any civil litigation related to this Agreement.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and / or in connection with any action undertaken in compliance with, or relating to, this Agreement.

6. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

7. The parties do not intend 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.

8. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the parties nor shall anything included herein be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

10. This Agreement is limited to the specific items set forth herein.

SECTION VI. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION VII. Recording.

Following its execution by Dania Beach, Hollywood and the County, this Agreement shall be recorded in the Official Records of Broward County, Florida.

ATTEST:

**City OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

**APPROVED BY THE CITY OF DANIA BEACH CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2023.**

CITY OF HOLLYWOOD, a Florida municipal corporation

By: _____
Josh Levy, Mayor

Attest: _____
Patricia Cerny, City Clerk

Approved as to Legal Form and Correctness:

Douglas R. Gonzales, City Attorney

APPROVED BY THE CITY OF HOLLYWOOD CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2022.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

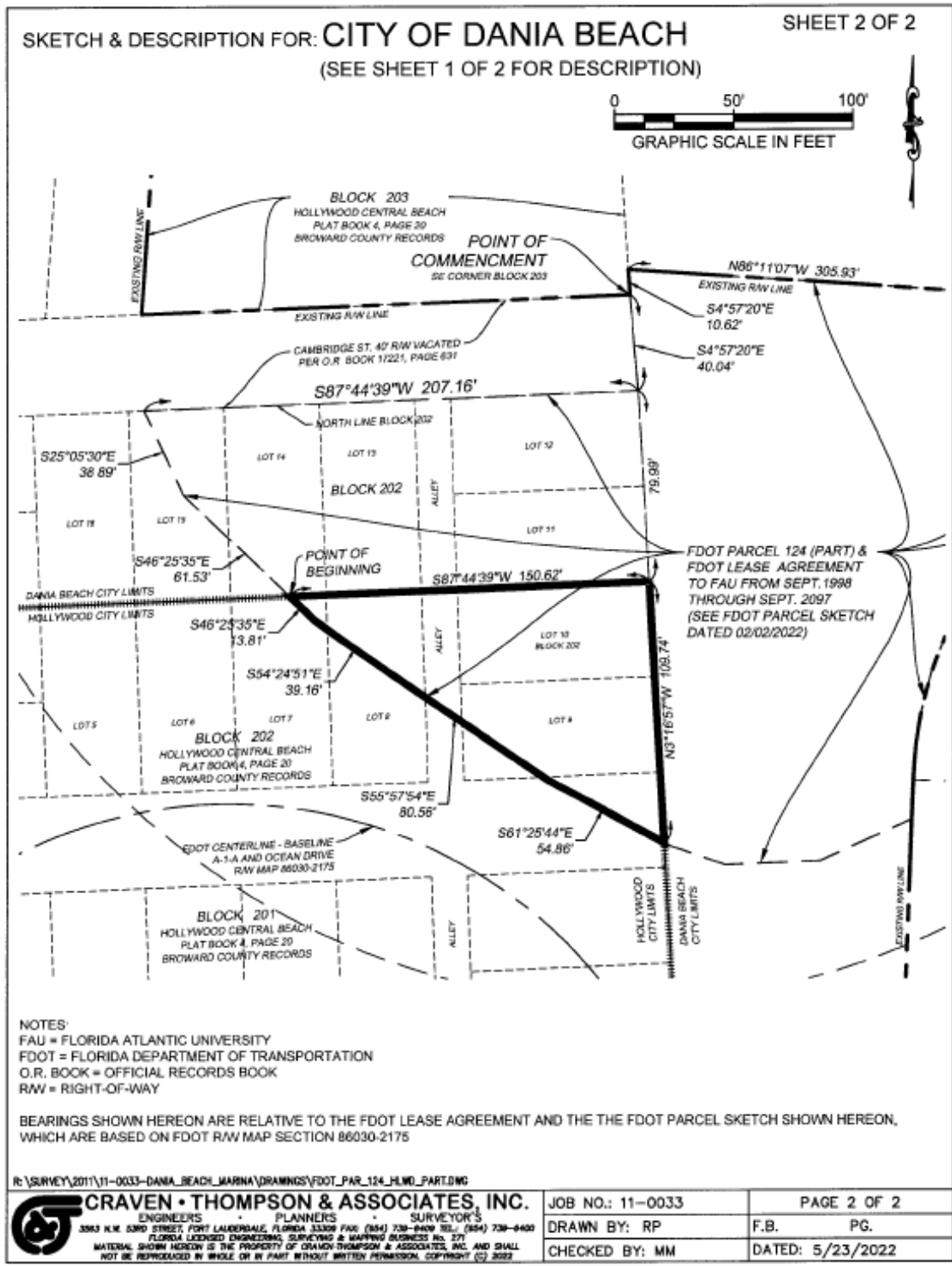
By: _____
Joseph K. Jarone (Date)
Assistant County Attorney

By: _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

Copy sent to:
Carlos Martinez
District Right of Way Manager
Florida Department of Transportation
District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

Exhibit "A"

SKETCH & DESCRIPTION FOR: CITY OF DANIA BEACH		SHEET 1 OF 2	
(SEE SHEET 2 OF 2 FOR SKETCH)			
DESCRIPTION:			
THAT PORTION OF THE CITY OF HOLLYWOOD FLORIDA LYING WITHIN STATE ROAD A-1-A, PARCEL 124 (PART), AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY MAP FOR SECTION 86030-2175, AND DESCRIBED IN FDOT PARCEL SKETCH OF SAID PARCEL 124 (PART) DATED 02/02/2022; SAID PORTION ALSO LYING WITHIN LOTS 7 THROUGH 10, BLOCK 202, AND THE ADJACENT ALLEY AND STREET FROM THE UNDERLYING PLAT OF "HOLLYWOOD CENTRAL BEACH" RECORDED IN PLAT BOOK 4, PAGE 20, BROWARD COUNTY RECORDS. SAID PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:			
COMMENCE AT THE SOUTHEAST CORNER OF BLOCK 203 OF SAID PLAT; THENCE SOUTH 04° 57' 20" EAST ALONG A SOUTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 203, AND THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 40.04 FEET TO THE NORTH LINE OF SAID BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG SAID NORTH LINE AND SAID BOUNDARY OF PARCEL 124 (PART), A DISTANCE OF 207.16 FEET; THENCE SOUTH 25° 05' 30" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 38.89 FEET; THENCE SOUTH 46° 25' 35" EAST, ALONG SAID PARCEL LINE, A DISTANCE OF 61.53 FEET TO THE POINT OF BEGINNING ON THE NORTH LINE OF SAID LOT 7, AND THE COMMON BOUNDARY OF THE CITY'S OF DANIA BEACH AND HOLLYWOOD, FLORIDA; THENCE CONTINUE SOUTH 46° 25' 35" EAST ALONG THE BOUNDARY OF SAID PARCEL 124 (PART), A DISTANCE OF 13.81 FEET; THENCE SOUTH 54° 24' 51" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 39.16 FEET; THENCE SOUTH 55° 57' 54" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 80.56 FEET; THENCE SOUTH 61° 25' 44" EAST, ALONG SAID PARCEL BOUNDARY, A DISTANCE OF 54.86 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 202; THENCE NORTH 03° 16' 57" WEST, ALONG THE EAST LINE OF SAID BLOCK 202, AND ALONG THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 109.74 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 202; THENCE SOUTH 87° 44' 39" WEST, ALONG THE NORTH LINE OF SAID LOT 10 AND A WESTERLY EXTENSION THEREOF, ALSO BEING THE COMMON BOUNDARY OF SAID CITIES, A DISTANCE OF 150.62 FEET TO THE POINT OF BEGINNING.			
SAID LANDS CONTAINING 0.204 ACRES, MORE OR LESS.			
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND IS IN COMPLIANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.			
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR IF PDF FORMAT, ELECTRONIC SIGNATURE AND SEAL		Digitally signed by Richard D. Pryce Date: 2022.05.23 09:50:07 -04'00'	
R:\SURVEY\2011\11-0033-DANIA_BEACH_MARINA\DRAWINGS\FDOT_PAR_124_HLWD_PART.DWG		RICHARD D. PRYCE - FOR THE FIRM PROFESSIONAL SURVEYOR AND MAPPER NO 4038 STATE OF FLORIDA	
THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown herein.		UPDATES and/or REVISIONS	
The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown herein were not abstracted for right-of-way and/or easements of record.		DATE BY CK'D	
		JOB NO.: 11-0033	
CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6439 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING SURVEYING & MAPPING BUSINESS NO. 571 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2022		SHEET 1 OF 2	
		DRAWN BY: RP F.B.N/A PG.N/A	
		CHECKED BY: MM DATED: 5/23/2022	



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO CLARIFY THE FEE SCHEDULE

Purchasing Requests ONLY

Dept:

Acct #:

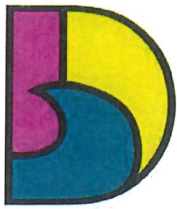
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-018-23 Code Fines 1st Reading, O-2023-004 Amending Ch. 2, Art. 3, Sec. 2-58 Schedule Of Code Enforcement Fines-Civil Penalties to Clarify the Fee Schedule, TX-018-23 application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: February 28, 2023

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

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2023.02.14 13:27:59 -05'00'

SUBJECT: **TX-018-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, amending the schedule of code enforcement fines and civil penalties (First Reading).

Request

Community Development Department ("Department") is requesting to revise the City's Code of Ordinances to amend the schedule of code enforcement fines and civil penalties.

Background

The Department desires to update and clarify the City's Code Enforcement Fine Schedule to further identify certain fines to specific sections of the Code and to clarify the schedule as it relates to repeat violations and irreparable/irreversible citations.

The amendment expands the levels of violations from three (3) to five (5) with fines ranging from \$100 to \$5,000. Additionally, the list of irreparable or irrevocable violations are being included in the table indicating the level of violation, and therefore fee, associated with each to help the Special Magistrate easily enforce the adopted Code Find Fee Schedule.

Recommendation

Staff recommends that the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2023-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO CLARIFY THE FEE SCHEDULE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department (the “Department”) staff has evaluated existing code violation fines/penalties in order to establish a formal fine/civil penalty schedule for City Commission approval; and

WHEREAS, the City desires to update and clarify the City’s Code Enforcement Fine Schedule to further identify certain citations to specific sections of the code and to clarify the schedule as it relates to repeat violations and irreparable/irreversible citations; and

WHEREAS, the City Administration supports the further refinement of the City’s fine code;

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance by this reference.

Section 2. That Chapter 2, entitled “Administration”, Article III, entitled “Supplemental Code Enforcement Procedures; Code Enforcement Citation Program”, at Section 2-58, is amended as follows:

* * *

**CHAPTER 2,
ADMINISTRATION**

* * *

**ARTICLE III- SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE
ENFORCEMENT CITATION PROGRAM**

* * *

Section 2-58 Schedule Of Code Enforcement Fines/Civil Penalties

* * *

(g) The Code fine/civil penalty schedule is broken down into ~~four (4)~~ five (5) categories:

Level 1 - \$100.00 for first violation

Level 2 - \$200.00 for first violation

Level 3 - \$250.00 for first violation

Level 4 - \$500.00 for repeat violations, which applies to all

Level 5 - \$500.00 - \$5,000 for irreparable violations, as determined by special master as identified in Section 2-81 and Section 826-10.

(h) In the table below each type of violation is identified with its associated level.

CHAPTER -SECTION	LEVEL 1 \$100 <u>One time or</u> <u>daily fine</u>	LEVEL 2 \$200 <u>One time or</u> <u>daily fine</u>	LEVEL 3 \$250 <u>One time</u> <u>or daily</u> <u>fine</u>	LEVEL 4 <u>Repeat</u> <u>Violation</u> \$500 <u>One time or</u> <u>daily fine</u>	LEVEL 5 <u>Irreparable Or</u> <u>Irreversible</u> <u>Violations</u> \$500 - \$5,000 <u>One time or daily</u> <u>fine</u>
2.5 - Adult Entertainment			X	<u>X</u>	<u>X</u>
3 - Advertising	X			<u>X</u>	<u>X</u>
4 - Alcoholic Beverages			X	<u>X</u>	<u>X</u>
<u>4-20 Hours of entertainment</u>				<u>X</u>	<u>X</u>
5 - Animals and Fowl		X		<u>X</u>	<u>X</u>
<u>5-6 Cruelty to animal</u>				<u>X</u>	<u>X</u>
<u>5-11 Permitting animal to commit a nuisance</u>				<u>X</u>	<u>X</u>
<u>5-18 Lighting requirements for marine turtle protection</u>				<u>X</u>	<u>X</u>
6 - Beaches, Parks, Waterways and Recreation	X			<u>X</u>	<u>X</u>
8 – Buildings			X	<u>X</u>	<u>X</u>
<u>8-21 Building Condition</u>			<u>X</u>	X	<u>X</u>

10 - Coin Operated Devices				<u>X</u>	<u>X</u>
11 - Fire Protection and Prevention			X	<u>X</u>	<u>X</u>
12 - Flood Damage Prevention		X		<u>X</u>	<u>X</u>
13 - Health and Sanitation (Bulk Trash)			X	<u>X</u>	<u>X</u>
<u>13-34 Nuisance Accumulation</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>13-34(b) Property & R/W Maintenance</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)</u>				<u>X</u>	<u>X</u>
<u>13-29 Stagnant Water/Mosquito breeding places prohibits</u>				<u>X</u>	<u>X</u>
<u>13-69 Bulk trash pickup</u>				<u>X</u>	<u>X</u>
<u>13-74(c) Trash Prior Placement / Removal,</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
14 - Junk and Abandoned Vehicles		X		<u>X</u>	<u>X</u>
15 - Business Tax / BTR		X		<u>X</u>	<u>X</u>
<u>16- Vacation Rentals</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>16-2 Vacation Rentals</u>				<u>X</u>	<u>X</u>
17 - Offenses Miscellaneous			X	<u>X</u>	<u>X</u>
<u>17-81 – Unreasonably loud noise prohibited</u>				<u>X</u>	<u>X</u>
<u>17-84 Construction activity</u>				<u>X</u>	<u>X</u>
<u>17-130 Smoking & Vaping in Public Parks</u>	<u>X</u>			<u>X</u>	<u>X</u>

21 - Sales and Auctions		X		<u>X</u>	<u>X</u>
22 - Streets and Sidewalks		X		<u>X</u>	<u>X</u>
28 - Land Development Code			X	<u>X</u>	<u>X</u>
<u>100-40 Prohibited Use</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>105-130(A)(1) Side/Rear Parking</u>		<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>105-120(A) Prohibited Commercial Vehicle</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>265-130(D) Prohibited Parking</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>FBC 105.1 Permits required</u>			<u>X</u>	<u>X</u>	<u>X</u>
<u>826-100 Enforcement of the removal of healthy specimen tree</u>				<u>X</u>	<u>X (\$5,000 required)</u>

(i) ~~Irreparable or irrevocable violations include, but are not limited to any of the following sections:~~

- ~~(1) Section 4-20 Hours of entertainment~~
- ~~(2) Section 5-11 Permitting animal to commit a nuisance~~
- ~~(3) Section 5-18 Lighting requirements for marine turtle protection~~
- ~~(4) Section 13-29 Mosquito breeding places prohibited~~
- ~~(5) Section 13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)~~
- ~~(6) Section 13-69 Bulk trash pickup~~
- ~~(7) Section 16-2 Vacation Rental~~
- ~~(8) Section 17-81 Unreasonably loud noise prohibited~~
- ~~(9) Section 17-84 Construction activity~~
- ~~(10) Section 826-100 Enforcement of the removal of healthy specimen tree~~

(j)—Additionally, with the exception of Chapter 15, each level violation can be ordered by the special magistrate as a one-time fine or a daily running fine, depending on the evidence presented and the criteria identified in subsection (d), above.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That this Ordinance shall be effective immediately at adoption on second reading.

PASSED on first reading on February 28, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

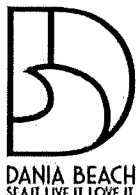
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
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: 02/13/23

Petition No.: TX-018-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

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

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

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

Address of Applicant: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: AMENDING FEE SCHEDULE FOR CODE VIOLATIONS

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **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: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 14th DAY OF February, 2023

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of FLORIDA)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 16, ENTITLED "VACATION RENTALS", SECTION 16-2, ENTITLED "VACATION RENTALS", OF THE CITY CODE OF ORDINANCES, TO REQUIRE ADDITIONAL INFORMATION BE INCLUDED ON THE MANDATORY POSTING OF EACH VACATION RENTAL LOCATION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-014-23, O-2023-005 Amending Ch. 16, Sec. 16-2 Vacation Rentals to Include Additional Information (Recycling Regulation) on Location Posting (TX-014-23), TX-014-23 Vacation Rentals text amend App_



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

DATE: February 28, 2023

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 *Eleanor Norena*
Corinne Lajoie, AICP, Assistant Director *Corinne Lajoie*

SUBJECT: **TX-014-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, amending vacation rental regulations (First Reading).

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
Date: 2023.02.15 14:51:53 -05'00'

Request

Community Development is requesting to amend the City's Code of Ordinances to amend the information to be posted at vacation rental properties to include garbage and recycling schedule and list of acceptable items to be recycled.

Background

On May 31, 2011, the City Commission established the Vacation Rental regulations via Ordinance No. 2011-017 in advance of the State of Florida establishing regulations taking away much of a municipality's ability to regulation vacation rental use.

At this time staff is proposing to add the City's garbage/recycling schedule as well as a list of acceptable items to be recycled to the list of information required to be posted inside each vacation rental unit. This amendment is consistent with the request of the City's Green Advisory Board (GAB). On several occasions the GAB has expressed their frustration and concern, at their own Board meetings as well as at City Commission meetings, over recycling abuse seen at several vacation rental properties. GAB members made a presentation to the City Commission regarding this issue most recently on January 24, 2023.

This application requires the Planning & Zoning Board to make a recommendation to the City Commission. This application will then require two (2) readings at the City Commission.

Recommendation

Staff recommends that the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2023-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, ENTITLED “VACATION RENTALS”, SECTION 16-2, ENTITLED “VACATION RENTALS”, OF THE CITY CODE OF ORDINANCES, TO REQUIRE ADDITIONAL INFORMATION BE INCLUDED ON THE MANDATORY POSTING OF EACH VACATION RENTAL LOCATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, vacation rentals, or short-term rentals, have become highly regulated by the state, and the City, consistent with the state, seeks to make minor modifications to its vacation rental regulations as it relates to disclosures and mandatory posting requirements for vacation rental properties; and

WHEREAS, the property shall be required to include garbage and recycling collection schedules and a list of acceptable items to be recycled; and

WHEREAS, this regulation would assist visitors and vacation rental property users to be in compliance with City recycling and garbage removal laws; and

WHEREAS, this ordinance will continue to assist the City in ensuring the health, safety and welfare of its visitors and residents.

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

Section 1. That Chapter 16, entitled “Vacation Rentals”, Section 16 entitled “Vacation Rentals” of the City Code of Ordinances, is amended to read as follows:

Sec. 16-2. – Vacation rentals.

• • •

(j) *Vacation rental dwelling unit.*

- (1) There shall be posted, in the unit on or within ten (10) feet of the front door, all of the following information:
 - (i) The name, address and phone number of the vacation rental agent;
 - (ii) The maximum occupancy of the unit;
 - (iii) The maximum number of vehicles that can be parked at the unit, along with a sketch of the location of the parking spaces;

- (iv) The days of trash pickup, and a notice that trash shall not be left or stored outside the unit except after 6:00 pm on the day prior to pickup, and the trash containers shall be removed from the curb no later than 6:00 pm on the day of pickup;
- (v) The location of the nearest hospital and police station;
- (vi) A legible copy of the vacation rental certificate;
- (vii) A legible copy of this chapter; ~~and~~
- (viii) A legible copy of the agreement between the owner and the vacation rental occupant(s), for the duration of the rental period covered by that agreement;₂
- (ix) Garbage and recycling collection schedule; and
- (x) List of acceptable items to be recycled.

• • •

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 and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

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

PASSED on first reading on February 28, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
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: 01/23/23

Petition No.: TX-14-23

(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. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

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: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Amend the vacation rental regulations to include
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

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

Existing Use: _____ Proposed Use: _____

Recycling requirements

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: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 23rd DAY OF January, 20 23

By:

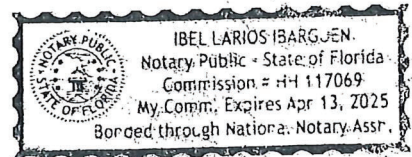
Eleanor Norena

(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:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SEAVIEW AT DANIA BEACH PLAT (PL-002-23), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD 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 #:

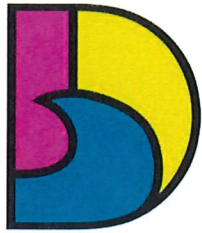
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

PL-002-23 Seaview Plat, R-2023-022 Dania Beach Rentals, LLC Seaview at Dania Beach Plat (PL-002-23), SEAVIEW AT DANIA BEACH plat_2022-12-19, PL-002-23 Application Backup documents



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: February 28, 2023

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

Candido Sosa-Cruz
[Signature]
Digitally signed by Candido Sosa-Cruz
Date: 2023.02.14 10:34:57 -05'00'

Corinne Lajoie
[Signature]
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=clajoie@danibeach.org, c=US
Date: 2023.02.13 15:53:55 -05'00'

SUBJECT: **PL-002-23:** The applicant, Pulice Land Surveyors Inc., on behalf of the property owner Dania Beach Rentals, LLC, is requesting approval of a replat for the property located at the northwest corner of Dania Beach Boulevard and Gulfstream Road.

REQUEST

To (re)plat the property removing a turn lane and reducing 2 units on the subject site.

BACKGROUND

The subject site is approximately 3.5 acres and under partial construction. The site was originally approved for a mixed-use project known as "Calm". The "Calm" Plat (PB 183/PG 169) was approved in 2017 (Reso 2017-001) for 386 high-rise units and 12,000 square feet of commercial. A corresponding site plan (Reso 2019-139) was approved by the City in 2019. Resident entrance and exit were originally planned from Dania Beach Boulevard which required dedication of right-of-way for a west-bound right turn lane.

The site plan has since been modified to provide resident entrance and exit from Gulfstream Road. Therefore, the west-bound right turn lane is no longer necessary. Additionally, the unit count for the project has been revised to 384 high-rise units instead of 386 high-rise units and the proposed commercial use has been eliminated. The applicant is replating the subject site as the "Seaview at Dania Beach" Plat to match the changed made to the site plan.

BUDGET IMPACT

Approval of the plat will allow the opportunity for the development of the site.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

RESOLUTION NO. 2023-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SEAVIEW AT DANIA BEACH PLAT (PL-002-23), SUBMITTED BY DANIA BEACH RENTALS, LLC, FOR PROPERTY LOCATED AT 601 EAST DANIA BEACH BOULEVARD 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, pursuant to Chapter 28 of the Code of Ordinances of the City of Dania Beach (the "Code"), which chapter contains the City Land Development Code (the "LDC"), at Part 6, entitled "Development Review Procedures and Requirements", Article 640 "Plats", it is stated that since June 4, 1953, no principal building may be constructed on any lot unless a plat including the lot has been approved by both the City Commission and County Commission, and recorded in the official records of Broward County; and

WHEREAS, Dania Beach Rentals, LLC, (the "Applicant"), is requesting Plat approval (PL-002-23), for property bearing the address 601 East Dania Beach Boulevard, in the City of Dania Beach, as legally described in attached Exhibit "A" a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Applicant is requesting approval of the proposed "Seaview at Dania Beach Plat" (PL-002-23) to permit the future development of the subject property pursuant to and consistent with the attached plat provided as Exhibit "B" and

WHEREAS, the City's Development Review Committee (the "DRC"), which includes representatives from the Broward Sheriff's Office, Broward Fire Department, Public Services Department, the City's landscape consultant and the Planning Division staff, reviewed the plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the plat for the proposed development; 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 Plat (PL-002-23) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the 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 pursuant to Chapter 28, Part 6 of the LDC, Part 6, “Development Review Procedures and Requirements”, Article 640, “Plats”, the “Seaview at Dania Beach Plat” (PL-002-23), attached as Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. That pursuant to Chapter 28, Part 6 of the Land Development Code, Article 640, Section 640-80 entitled “Plat Expiration”, the Plat approval shall automatically expire and become null and void in accordance with the timeline set forth in the Broward County Land Development Code.

Section 4. That the issuance of a development order 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 development order 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 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 February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”
LEGAL DESCRIPTION

ALL OF THE PLAT OF “CALM” ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183 PAGE 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

EXHIBIT “B”
SEAVIEW AT DANIA BEACH PLAT

SEAVIEW AT DANIA BEACH

A REPLAT OF ALL OF THE PLAT OF "CALM" (PLAT BOOK 183, PAGE 168, B.C.R.)
IN SECTION 35, 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

LEGAL DESCRIPTION:

ALL OF THE PLAT OF "CALM", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 183, PAGE 168, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 3.675 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT DANIA BEACH RENTALS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS SHOWN AND DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "SEAVIEW AT DANIA BEACH", A REPLAT.

- PARCEL "RW" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES.
- THE BUS SHELTER EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: SAID DANIA BEACH RENTALS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND, ON ITS BEHALF BY _____, ITS MANAGER, THIS ____ DAY OF _____, 202__.

WITNESS: _____ DANIA BEACH RENTALS, LLC
A FLORIDA LIMITED LIABILITY COMPANY

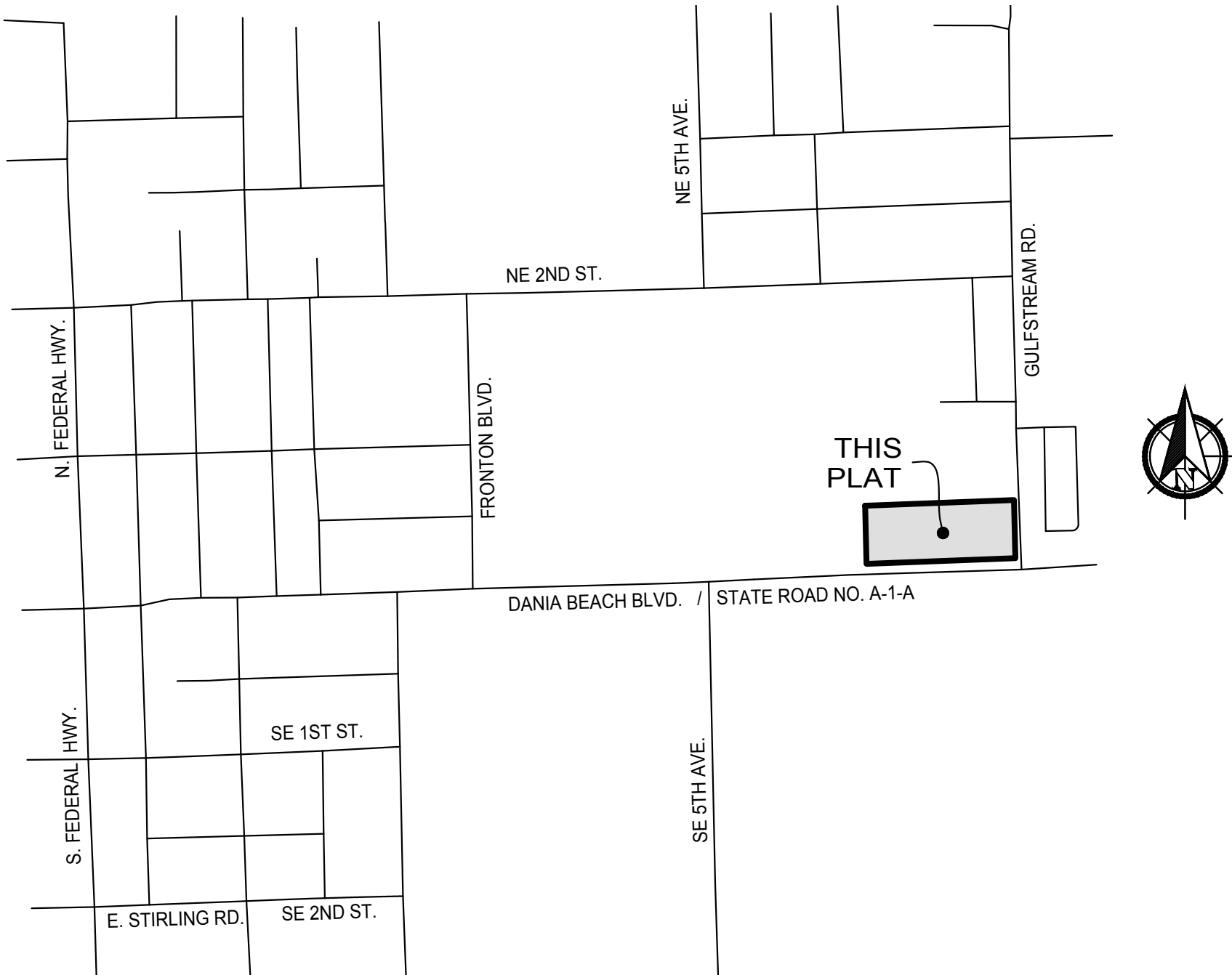
PRINT NAME: _____

BY: _____

WITNESS: _____

NAME: _____
MANAGER

PRINT NAME: _____



LOCATION MAP
NOT TO SCALE

ACKNOWLEDGMENT:

STATE OF FLORIDA }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 202__, BY _____ AS MANAGER OF DANIA BEACH RENTALS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS: MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 202__.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC -- STATE OF FLORIDA

COMMISSION NUMBER: _____

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

CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER	PLATTING SURVEYOR

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: _____

DINCER AKIN OZAYDIN
CITY ENGINEER
FLORIDA P.E. REGISTRATION NO. 69738

BROWARD COUNTY 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 _____
ROBERTO CHAVEZ
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS7280

BY: _____ DATE _____
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777

6. 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 THEREFOR. THE NOTE DOES NOT APPLY TO PRIVATELY OWNED UTILITY 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.





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: _____

RECEIVED
JAN 05 2023
Date Rec'd: _____
Petition No.: PL-002-23

(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: 601 E Dania Beach Blvd

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

Recorded Plat Name: CALM (PB 183, Pg 168)

Folio Number(s): 5042-35-25-0010 Legal Description: Parcel A, CALM Plat

Applicant/Consultant/Legal Representative (circle one) Pulice Land Surveyors, Inc

Address of Applicant: 5381 Nob Hill Road, Sunrise, FL 33351

Business Telephone: 954-572-1777 Home: _____ Fax: 954-572-1778

E-mail address: jane@pulicelandsurveyors.com

Name of Property Owner: Dania Beach Rentals, LLC

Address of Property Owner: 3211 Ponce de Leon Blvd, Suite 30, Coral Gables, FL 33134

Business Telephone: 305-450-4303 Home: _____ Fax: _____

Explanation of Request: Sea View at Dania Beach 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: 3.54 Gross Acreage: 6.675 Prop. Square Footage: 160,095

Existing Use: Residential Proposed Use: SAME

Is property owned individually, by a corporation, association, or a joint venture? LLC - Limited Liability Company

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 (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*)

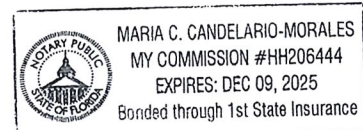
BEFORE ME THIS 16th DAY OF December, 20 22

By:

Joseph Milton
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature] Maria C. Candelario-Morales
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area → 4 acres (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area Cost Recovery Fee: \$10,000.00 + 3,200 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) Cost Recovery= \$10,000.00 Fire Plan Review Fee: \$1,120.00 Minimum fee: \$14,120.00 <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 Cost Recovery Fee: \$10,000.00 <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000 .00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice**

No:

0000305

Date: January 05, 2023

RECEIVED FROM:

Name: Dania Beach Rentals LLC
Address: 3211 Ponce de Leon Blvd
Address 2: Suite 301
City/St/ZIP: Coral Gables FL 33134

Service or Item	Amount
CR - 001-220-00-00 Cost Recovery	\$10,000.00
PSP - Public Hearing Items Application fee	\$3,200.00

P/Z ITEM # PL-002-23

LOCATION: 601 E Dania Beach Blvd

APPLICANT: Pulice Land Surveyors

PREPARED BY: Ibel Larios

TOTAL DUE: \$13,200.00

DRC Submittal

Seaview (Calm) Plat
601 E Dania Beach Blvd
PL-002-23

Check #: 1922

CAL
1-5-22

PAYMENT DATE
01/05/2023
COLLECTION STATION
City Hall Window 1
RECEIVED FROM
DANIA BEACH RENTALS
LLC

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2023-04000367
RECEIPT NO.
2023-00012807
CASHIER
fincashier1
ENTRY DATE
01/05/2023 02:27:13 PM

DESCRIPTION

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
CR	Cost Recovery Misc PL-002-23 601 E DANIA BEACH BLVD PULICE LAND SURVEYORS	\$10,000.00						
PSP	Appl Review - Standard PL-002-23 601 E DANIA BEACH BLVD PULICE LAND SURVEYORS	\$3,200.00						
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>1922</td><td>\$13,200.00</td></tr></table>	Type	Detail	Amount	Check	1922	\$13,200.00	
	Type	Detail	Amount					
Check	1922	\$13,200.00						
Total Amount:		\$13,200.00						

Customer Copy

Customer Copy



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778
surveys@pulicelandsurveyors.com



January 5, 2023

Ms. Corinne Lajoie, AICP
Assistant Director
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: "SEAVIEW AT DANIA BEACH" PLAT

Dear Ms. Lajoie,

Enclosed please find the application package for the above-referenced Plat, which we have prepared with the express purpose of vacating right-of-way dedicated by the "**CALM**" Plat (recorded in Plat Book 183, Page 168, of the Broward County Public Records), for a turn lane that was deemed no longer necessary for this property. The proposed Plat also features an updated restrictive Plat Note showing 384 high-rise units and commercial use has been eliminated.

Within this package you will find:

1. Completed application
2. Copy of Warranty Deed
3. Florida Division of Corporations 2022 confirming authorized signatory
4. Proof of 2022 Property Tax paid
5. One (1) 24"x36" copy of the proposed Plat
6. One (1) 24"x36" copy of the "**CALM**" Plat for reference
7. One (1) 24"x36" signed and sealed Survey, updated for this application
8. One (1) additional copy of the 3 items above in size 11"x17" for your file
9. One (1) 24"x36" copy of the Site Plan for reference
10. Traffic Statement to verify trip generation into the property
11. One (1) flashdrive with electronic copies of the above
12. Check in the amount of \$13,200 (includes cost-recovery fee)

The City of Dania Beach is already familiar with this project and we are therefore also providing the result of a current Lien Search of the property. Please review and kindly place us on the Agenda for the January 26th DRC meeting. We will file an application to Broward County in the next few days to be reviewed simultaneously.

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

PREPARED BY:

Scott J. Fuerst, Esq.
Greenspoon Marder LLP
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

Parcel ID No.: 504235-00-0252

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed effective the 12 day of April, 2018, by **CALM PROPERTIES, LLC**, a Florida limited liability company, with an address of 300 Monroe Street, Hollywood, Florida 33019 (hereinafter referred to as "Grantor"), to **DANIA BEACH RENTALS, LLC**, a Florida limited liability company, with an address of 3211 Ponce De Leon Boulevard, Suite 301, Coral Gables, Florida 33134 (hereinafter referred to as "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Special Warranty Deed and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations. The singular shall be deemed to include the plural, and vice versa, where the context so permits.)

Witneseth: That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee all of that certain real property situate in the County of Broward, State of Florida, *to wit:*

See **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO: Those matters more particularly described on **Exhibit "B"** attached hereto and made a part hereof without intending to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or otherwise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land; has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through and under Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

GRANTOR:

Signed, Sealed and Delivered
In the Presence of:

CALM PROPERTIES, LLC,
a Florida limited liability company

Scott J. Fuerst
Witness 1
SCOTT J. FUERST
(Please Print or Type Name of Witness 1)

By: [Signature]
Print Name: Daniel Kennedy
Title: Managing Member

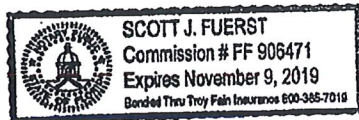
Linda M. Bolender
Witness 2
LINDA M. BOLENDER
(Please Print or Type Name of Witness 2)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2018, by DANIEL KENNEDY, a Managing Member of CALM PROPERTIES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

(SEAL)

Scott J. Fuerst
(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel A, CALM, according to the Plat thereof as recorded in Plat Book 183, at Page 168 of the Public Records of Broward County, Florida

NOTE TO RECORDER:
DOCUMENTARY STAMP TAX AND SURTAX, IF ANY, HAS BEEN PAID IN FULL DIRECTLY TO THE FLORIDA
DEPARTMENT OF REVENUE TOGETHER WITH FORM DR-228.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
2. Easements, or claims of easements, not recorded in the Public Records.
3. Easement in favor of Florida Power & Light Company recorded in Clerk's File Number 1969-119996, and Clerk's File Number 113389898, both of the Public Records of Broward County, Florida.
4. Right-of-Way Easement in favor of Southern Bell Telephone and Telegraph recorded in Official Records Book 4409, Page 855, of the Public Records of Broward County, Florida.
5. Easement to Florida Power and Light Company recorded in Official Records Book 4027, Page 905, of the Public Records of Broward County, Florida.
6. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
7. Ad valorem real property taxes for the year of Closing, which are not yet due and payable, and for subsequent years.
8. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
9. Applicable zoning and other regulatory laws and ordinances, prohibitions and other requirements imposed by governmental authority.
10. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of CALM, recorded in Plat Book 183, Page 168, of the Public Records of Broward County, Florida.

**WRITTEN CONSENT OF THE MEMBERS
OF
CALM PROPERTIES, LLC**

CARLOS HORCASITAS, MAY-MAY HORCASITAS, DANIEL KENNEDY and JOLANTA KENNEDY (each a "Member" and, collectively, the "Members"), being all of the Members of CALM PROPERTIES, LLC, a Florida limited liability company ("Company"), hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements for notice and hereby consent in writing to the adoption of the following resolutions, taking said actions in lieu of a meeting of the Members of the Company pursuant to the Florida Limited Liability Company Act:

WHEREAS, the Company has entered into an Agreement of Purchase and Sale, as Seller, with JOSEPH MILTON, as assigned to DANIA BEACH RENTALS, LLC, a Florida limited liability company, as amended, as Buyer, for the sale of the property situated in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto (the "Agreement"); and

WHEREAS, the Members, upon careful and diligent investigation, have determined that it is in the best interest of the Company to perform such acts to consummate the transactions contemplated by the Agreement, including but not limited to, the execution and delivery of a Special Warranty Deed, Closing Statement, General Assignment, Assignment and Assumption of Leases and all other documents, agreements and instruments required in order to effectuate the sale pursuant to the Agreement (collectively, the "Closing Documents"); and

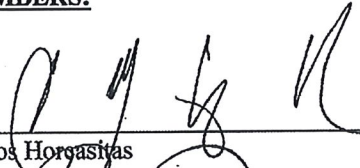
NOW THEREFORE, BE IT RESOLVED, the Members hereby authorize DANIEL KENNEDY, in his capacity as a Managing Member of the Company, to execute and deliver the Closing Documents on behalf of the Company and to perform such other actions in the name and on behalf of the Company, with such changes therein as he shall deem necessary or appropriate to permit the Company to effectuate the transactions contemplated by the Agreement.

This Written Consent may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all which together shall constitute one and the same Written Consent. Facsimile, pdf or other electronically transmitted counterparts of this action showing actual signatures shall be deemed and treated as executed originals for all purposes.

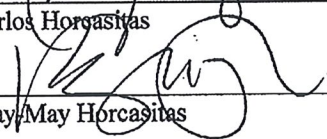
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Members have hereunto set their hands and seals for the purposes herein expressed as of the 12 day of APRIL, 2018.

MEMBERS:



Carlos Horcasitas



May/My Horcasitas

Daniel Kennedy

Jolanta Kennedy

IN WITNESS WHEREOF, the undersigned Members have hereunto set their hands and seals for the purposes herein expressed as of the 12 day of April, 2018.

MEMBERS:

Carlos Horcasitas

May-May Horcasitas

Daniel Kennedy

Jolanta Kennedy

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000037063

Entity Name: DANIA BEACH RENTALS, LLC**Current Principal Place of Business:**3211 PONCE DE LEON BLVD., STE #301
CORAL GABLES, FL 33134**Current Mailing Address:**3211 PONCE DE LEON BLVD., STE #301
CORAL GABLES, FL 33134**FEI Number:** 38-4065961**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**ZOVLUCK, LYNN
3211 PONCE DE LEON BLVD., STE #301
CORAL GABLES, FL 33134 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR
Name	MILTON, JOSEPH
Address	3211 PONCE DE LEON BLVD., STE #301
City-State-Zip:	CORAL GABLES FL 33134

Title	MGR
Name	MILTON, CECIL
Address	3211 PONCE DE LEON BLVD., STE #301
City-State-Zip:	CORAL GABLES FL 33134

Title	MGR
Name	MILTON, FRANK
Address	3211 PONCE DE LEON BLVD., STE #301
City-State-Zip:	CORAL GABLES FL 33134

Title	MGR
Name	BARKER, REX M
Address	3211 PONCE DE LEON BLVD., STE #301
City-State-Zip:	CORAL GABLES FL 33134

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: REX BARKER

MGR

03/09/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

BROWARD COUNTY

2022 Paid Real Estate

Folio: 834200

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Property ID Number	Escrow Code	Assessed Value	Exemptions	Taxable Value	Millage Code
504235-25-0010		See Below	See Below	See Below	0413

DANIA BEACH RENTALS LLC
3211 PONCE DE LEON BLVD #301
CORAL GABLES, FL 33134

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

601-649 E DANIA BEACH BLVD
CALM 183-168 B
PARCEL A

WWW-22-00056892 \$81,055.11
Paid By Dania Beach Rentals LLC

AD VALOREM TAXES					
Taxing Authority	Millage	Assessed Val	Exemptions	Taxable Val	Taxes Levied
BROWARD COUNTY GOVERNMENT	5.53060	3,847,680	0	3,847,680	21,279.98
COUNTYWIDE SERVICES	0.13840	3,847,680	0	3,847,680	532.52
VOTED DEBT					
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	3,847,680	0	3,847,680	17,126.02
CAPITAL OUTLAY	1.50000	3,847,680	0	3,847,680	5,771.52
VOTER APPROVED DEBT LEVY	0.18730	3,847,680	0	3,847,680	720.67
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	3,847,680	0	3,847,680	125.82
OKEECHOBEE BASIN	0.10260	3,847,680	0	3,847,680	394.77
SFWM DISTRICT	0.09480	3,847,680	0	3,847,680	364.76
SOUTH BROWARD HOSPITAL	0.10100	3,847,680	0	3,847,680	388.62
CHILDREN'S SVCS COUNCIL OF BC	0.45000	3,847,680	0	3,847,680	1,731.46
CITY OF DANIA BEACH					
DANIA BEACH OPERATING	5.99980	3,847,680	0	3,847,680	23,085.31
DEBT SERVICE	0.13300	3,847,680	0	3,847,680	511.74
FL INLAND NAVIGATION	0.03200	3,847,680	0	3,847,680	123.13
Total Millage:		18.75320	Ad Valorem Taxes:		\$72,156.32
NON - AD VALOREM TAXES					
Levying Authority		Rate		Amount	
04 DANIA FIRE				336.09	
04 DANIA STORM WATER		@ 60.0000		11,940.00	
Non - Ad Valorem Assessments:				\$12,276.09	
Combined Taxes and Assessments:				\$84,432.41	
If Postmarked By	Nov 30, 2022				
Please Pay	\$0.00				

Paid 11/15/2022 Receipt #

BROWARD COUNTY

2022 Paid Real Estate

Folio: 834200

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

Paid 11/15/2022 Receipt #

WWW-22-00056892

\$81,055.11

Paid By Dania Beach Rentals LLC

Make checks payable to:

BROWARD COUNTY TAX COLLECTOR
GOVERNMENTAL CENTER ANNEX
115 S. ANDREWS AVENUE, ROOM # A100
FORT LAUDERDALE, FL 33301-1895

Property ID Number
504235-25-0010

PAYMENTS MUST BE MADE IN US FUNDS AND DRAWN ON US BANK ACCOUNT

DANIA BEACH RENTALS LLC
3211 PONCE DE LEON BLVD #301
CORAL GABLES, FL 33134

PAY YOUR TAXES ONLINE AT:
broward.county-taxes.com

If Postmarked By	Please Pay
Nov 30, 2022	\$0.00

Return with Payment

Please Pay Only One Amount

Jane Storms

From: Greg Huxman <ghuxman@j-milton.com>
Sent: Monday, December 19, 2022 3:02 PM
To: Jane Storms; Joseph Milton
Subject: Fwd: 601 E DANIA BEACH BLVD - LIEN RESULTS

Jane,

Lien search is clean. See attached.

Thank you

Greg

Sent from my iPhone

Begin forwarded message:

From: "Icenhour, Rachel" <ricenhour@daniabeachfl.gov>
Date: December 19, 2022 at 9:00:56 PM GMT+1
To: Greg Huxman <ghuxman@j-milton.com>
Cc: CS <cs@daniabeachfl.gov>, Lien <lien@daniabeachfl.gov>
Subject: 601 E DANIA BEACH BLVD - LIEN RESULTS

Good afternoon,

Please find the below the results for the address: 601 E DANIA BEACH BLVD (folio – 5042-35-25-0010)

1. Water & Sewer – 600212-001 (Hydrate) / \$1,064.36 Due / \$500 Deposit / Yes, Account Current
1. Code Violation – Nov-2022-00001109
1. Open Building permits may exist on this property. Contact Building & Zoning 954-924-6800 Ext 3633
1. Other Amounts – None
1. Property As Reference is clear of liens placed by the City of Dania Beach – Yes

Have a Great Day



Rachel Icenhour
Utility Customer Service Technician | City of Dania Beach
ricenhour@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL, 33004
Phone: 954-924-6800 x3663



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.

Note: This message is for the named person's use only. It may contain confidential, proprietary or legally privileged information. No confidentiality or privilege is waived or lost by any mistransmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. JOSE MILTON & ASSOCIATES and any of its subsidiaries each reserve the right to monitor all e-mail communications through its networks. Any views expressed in this message are those of the individual sender, except where the message states otherwise and the sender is authorized to state them to be the views of any such entity.
#####

11 October 2021

Joseph Milton
President
J Milton and Associates
3211 Ponce De Leon Blvd Suite 301
Coral Gables, FL 33134

**Re: Trip Generation Statement
601 Dania Beach
Dania Beach, Florida
Langan Project No.: 330061003**

Dear Mr. Milton:

Langan Engineering and Environmental Services, Inc. prepared this analysis that compares the trip-generation calculations between the proposed residential development at 601 East Dania Beach Boulevard, Dania Beach, Florida to the mixed-use development that was approved by the city. The trip-generation comparison shows that the proposed development generates less traffic than the mixed-use development that Langan prepared a traffic study for. The 3.63-acre site (Folio No. 504235250010) is on the northwest corner of Dania Beach Boulevard and Gulfstream Road. **Figure 1** below shows an aerial photograph of the site location.

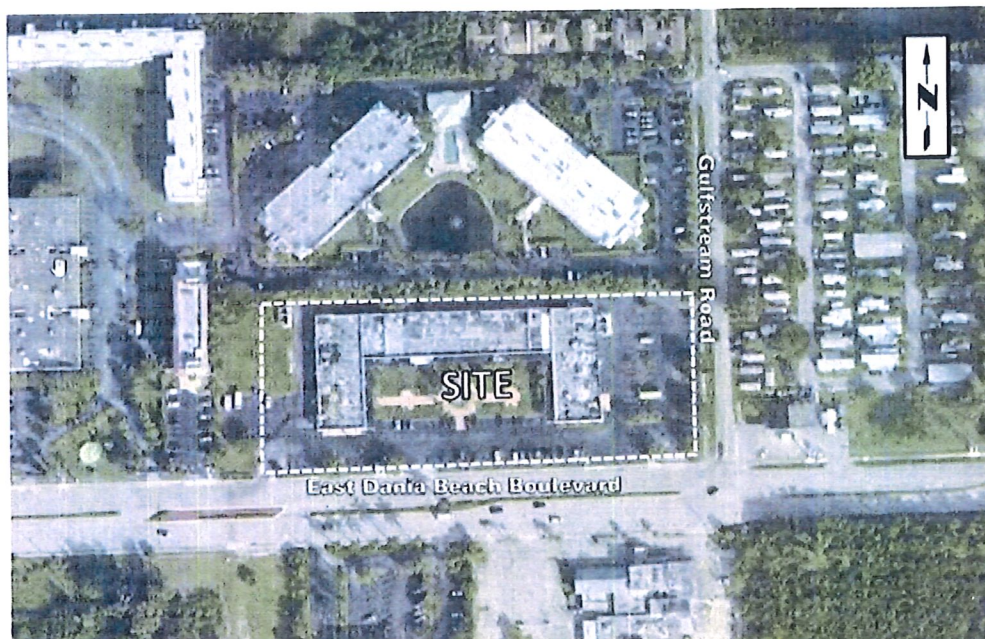


Figure 1. - Site location

Project Description

The development's site plan and traffic study were approved in 2019 through resolution 2019-139 as part of the site-plan application (SP-51-16MOD) that proposed a mixed-use development comprised 381 high-rise residential units and a 2,000 square-foot market. The owner is seeking approval for a revised development program that comprises 385 high rise residential units. The proposed changes to the approved site plan will eliminate the retail use on the site and will increase the residential units from 381 to 385 units. All the proposed driveway connections to East Dania Beach Boulevard and Gulfstream Road will remain at the same locations as originally proposed. **Attachment A** includes the approved and proposed site plans.

Trip Generation Analysis

We performed a trip generation comparison between the proposed and approved development and found that the proposed development generates less traffic than the approved development. **Table 1** summarizes the trip-generation comparison between the two development programs and shows that the proposed development will generate less traffic than the approved development. We prepared daily, morning peak hour and afternoon peak-hour vehicle trip estimates for the proposed and approved developments using the trip generation, pass-by and internalization equations from the 10th Edition of Institute of Transportation Engineers *Trip Generation Manual*. Attachment A contains a copy of the proposed site plan and the site plan from the approved study. Attachment B contains excerpts from the ITE Manual and trip-generation calculations for the development in the approved traffic study and the proposed development.

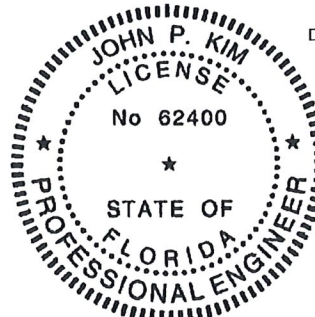
Table 1 - Trip Generation Estimates

Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Approved Uses								
Multifamily Housing (High-Rise)	381 DU	1,713	29	90	119	82	53	135
Variety Store	2,000 SF	127	2	3	5	4	3	7
Total		1,840	31	93	124	86	56	142
Proposed Uses								
Multifamily Housing (High-Rise)	385 DU	1,729	29	92	121	85	54	139
Difference (Proposed less Approved)		-111	-2	-1	-3	-1	-2	-3

If you have any questions regarding the information contained herein, please do not hesitate to contact me at (786) 264-7226.

Sincerely,

Langan Engineering and Environmental Services, Inc.



Digitally signed by John P Kim
Date: 2021.10.12 12:03:59-04'00'

This document has been digitally signed
and sealed by John P. Kim, P.E. on
the date adjacent to the seal.
Printed Copies of this document are
not considered signed and sealed
and the signature must be verified
on any electronic version.

John P. Kim, P.E., PTOE
Florida P.E. License No. 62400
Senior Project Manager

JPK:jpk

Attachments

- Attachment A – Site Plans
- Attachment B – Trip Generation Tables and ITE Excerpts

FL Certificate of Authorization No. 6601

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-068-23) AND VARIANCES (VA-005-23, VA-006-23, VA-007-23, VA-008-23, VA-009-23, VA-010-23, VA-011-23 VA-012-23) FOR PROPERTY OWNER CITY OF DANIA BEACH, AND PROPOSED OCCUPANT, LUCKY FISH II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 65 N. BEACH ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR Lucky Fish, R-2023- Lucky Fish II, LLC Site Plan (SP-068-22) and Variances (VA-005-23, VA-006-23, VA-007-23, VA-008-23, VA-009-23, VA-010-23, VA-011-23, VA-012-23, LF plans, LF app and backup, LF add'l information



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: February 28, 2023

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

Digitally signed by Candido Sosa-Cruz
Date: 2023.02.21 15:16:33 -05'00'

SUBJECT: SP-68-22/VA-006-23/VA-007-23/VA-008-23/VA-009-23/VA-010-23/VA-011-23/VA-012-23: The property owner, City of Dania Beach, requests approval of a Site Plan and Variances to allow the construction of Lucky Fish, a 1-story restaurant of approximately 8,000 square feet on the property at 65 N Beach Road.

Background

On October 26, 2021, the City Commission selected the proposal submitted by LM Restaurants in response to the City's Letter of Interest (LOI 21-011) to redevelopment the site. At the City's request, the proposal maximizes the location while maintaining the public park space of the adjacent Frank C. Tootie Adler Park.

The subject property is a parcel of approximately .66 acres of vacant land which is located at the former Dania Beach Grill location. The proposed development includes use of vacant land to the north of the former Dania Beach Grill site as well.

Strategic Plan

This application is in line with the City's Strategic Plan by furthering the following goals and objectives:

GOAL 3: Your hometown in Broward County – A vibrant and sustainable community.

Objectives

- 3.4 Have a sense of community- One Dania Beach community
- 3.5 Increase international and national tourism – more visitors coming to Dania Beach to enjoy our community in partnership with Chamber and other local agencies/publications

Value to Our Neighbors and Our Community

- 3.4 Variety of community gathering places and destinations

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Request

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 1-story, family friendly restaurant of approximately 8,000 square feet in area.

Property Information:

EXISTING ZONING:	Open Space (OS)
LAND USE DESIGNATION:	Park and Recreation
SITE ACREAGE:	0.66 acres (29,080 SF)
EXISTING USE:	Vacant
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Variances

1. LOADING SPACE

The applicant is proposing to locate the loading space partially within the access drive to the site. This is due in part to the irregular shape of the parcel. The applicant has indicated that loading activity will not occur during hours of operation, therefore no conflicts will occur. This is needed to maximize function of the restricted site due to dimensions of the lot.

2. VEHICULAR USE AREA BUFFER

The required five foot (5') buffer is reduced to zero feet (0') on the site plan where the loading space is provided, in the southwest corner adjacent to the Tootie Adler Park. Landscaping will be provided, consistent with code requirements but located on the adjacent City parcel.

3. DUMPSTER

The site is compact and irregularly shaped making it difficult to provide the required setbacks, which is required for the dumpster. The applicant is proposing a ten-foot, two-inch (10'2") setback, where twenty-five feet (25') is required.

4. LOT DEPTH

The lot is an existing non-conforming parcel. It is irregularly shaped and restricted by existing streets making the variance necessary. The existing lot is sixty feet (60') deep, the code required a 300-foot lot depth.

5. BUILD HEIGHT

The location of the property is east of the Coastal Construction Line (CCL) which requires buildings to be built resilient to storm surge. Elevating the building and mechanical equipment to allow any storm surge to pass under the structure is required. Therefore, the height of the building is largely determined by the required finished floor evaluation as determined by the FEMA which required the finished floor elevation of the kitchen to be at nineteen feet (19') NAVD, or fourteen feet (14') above grade.

6. LOT AREA

The lot is irregularly shaped and restricted by existing streets making the variance necessary. The existing lot area is 29,080, the code requires 80,000 square feet.

7. SIDE SET BACK

This property is zoned Open Space which has significant setbacks in anticipation of community buildings adjacent to private property. This property is adjacent to public space on all sides. Therefore, the

greater setbacks are not necessary. The reduced setback of seven feet ten inches (7'10") is adjacent to the east property line, and eight feet, four inches (8'4") from the west property line, both are adjacent to roadways.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criterion, the applicant's justification statement is provided, as well as Community Development staff's findings in italics.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The basic intent and purpose is being maintained through the proposed site plan and furthers the implementation of the City's Beach Master Plan.

2. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

The proposed development and requested variances are compatible with the surrounding land uses of Park and Recreation. The project provides more than 400 linear foot separation from the nearest residential use.

3. "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

The requested variances are in furtherance of the goals, objectives and policies of the Dania Beach Comprehensive Plan. The requests are also consistent with the City's Beach Master Plan and the City's Strategic Master Plan.

4. "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

The existing, non-conforming dimensions of the parcel of unique and would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

5. "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Community Development staff verifies these are the minimum variances necessary to accommodate the project as proposed.

Site Plan

The development consists of a vehicle and bicycle parking, loading area, dumpster and storage on the lower level, 1,721 square foot café deck, 4,000 square foot tiki structure and a covered band stage on first

level. The kitchen is required to be elevated and is located on the second level. There are eight (8) variances requested along with the site plan approval. The proposed stage is located on the north end of the site and is more than 600 linear feet from the closed residential building to the south.

The location of the site at the beach allows for the parking located at Ocean Park to be utilized for the new restaurant. While the irregularly shaped lot, makes providing the required parking within the leased area difficult, it is anticipated that visitors to the beach would also visit the new restaurant, therefore sharing the existing beach parking, as patrons to the previous Dania Beach Grill did. Additionally, the applicant will be providing thirteen (13) parking spaces on site. The City is in the process of securing additional parking at, and immediately adjacent to, the Ocean Park to provide additional parking options. Additionally, bicycle parking will be provided.

The applicant is proposing to include the City's logo on the construction fence wrap. Use of the City's logo requires City Commission approval. Approval of the site plan will include approval of the application's use of the City's logo.

COMMUNITY OUTREACH

On February 16, 2023, the applicant sent notices to property owners within 1,000 feet of subject property notifying the proposed development. Inviting them to reach out to the development team to discuss the project and ask questions. The applicant will provide a summary of the community outreach at the City Commission meeting.

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.

Additional impact fees for Administration, Police, and Fire will also apply to this project through the building permitting process.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on August 25, 2022, and October 27, 2022; 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.

1. Any road cuts within the ROW for utilities connections, curb cuts and/or any other reason must be restored to the city's standards (Engineering).
2. Demolition Plan and Erosion Control Plan and details are required at building permitting (Engineering).
3. Additional comments may apply and will need to be addressed prior to Building Permit approval (Engineering).
4. The Site Plan approval shall be concurrent with variance approval(s) (Engineering).
5. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs

specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV (Engineering).

6. All pavement markings shall be alkyl-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping (Engineering).
7. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable)(Engineering).
8. Detail and complete engineering plans will be required prior to Building and R/W permit approval (Engineering).
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc (Engineering).
10. Show also all existing and proposed utilities on the landscaping plans for potential conflicts (Engineering).
11. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA) (Engineering).
12. 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).
13. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, City of Hollywood Water and Wastewater approval, 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).
14. Per Section 505-120(O), 1 wall sign is permitted per street frontage. There is no street frontage on the south property line. Remove the proposed sign (Zoning).
15. Per Section 265-51, 19 bicycling parking spaces are required. The one proposed fixture appears to hold 3-5 bike. Please identify location of additional bicycle parking on site (Zoning).
16. Public Art Program: Please provide estimated construction value of project for estimation purposes. Per Article 811 Of the LDC, new development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fee for the creation, acquisition and installation of public art in the City.

Budgetary Impact

Approval of the Site Plan and variances will enable this site to be developed, further activating the City's Beach Park which is consistent with the City's Beach Master Plan. The project will also pay all applicable impact fees.

Recommendation

Approve the resolution approving the Site Plan and variances 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. 2023-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-068-23) AND VARIANCES (VA-005-23, VA-006-23, VA-007-23, VA-008-23, VA-009-23, VA-010-23, VA-011-23 VA-012-23) FOR PROPERTY OWNER CITY OF DANIA BEACH, AND PROPOSED OCCUPANT, LUCKY FISH II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 65 N. BEACH ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, and Lucky Fish II, LLC (the “Applicants”) are requesting approval of a Site Plan (SP-068-22) to permit the future development of property generally located at 65 N Beach Road, in the City of Dania Beach, Florida (the “City”) as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this resolution by this reference; and

WHEREAS, the City Code of Ordinances, Chapter 28, entitled, “Land Development Code” (“LDC”) of Part 6, entitled, “Development Review Procedures and Requirements,” of Article 635, entitled, “Site Plans” of Section 635-20(A), provides that site plan approval is required prior to commencement of construction; and

WHEREAS, the Applicants are requesting Site Plan approval to permit the future redevelopment of the subject property pursuant to and consistent with the attached Site Plan provided as Exhibit “B”; 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-068-22) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City of Dania Beach (“City”) Code of Ordinances, Chapter 28, entitled “Land Development Code” (“LDC”), of Part 6, entitled “Development Review Procedures and Requirements,” Article 625 “Variances,” Section 625-40, entitled “Variance Review

Criteria; City Action,” states that the City Commission may grant a Variance based on its determination that the Applicants have demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicants have requested a Variance (VA-005-23) from Section 265-40 of the LDC regarding required parking has been withdrawn as it is no longer needed; and

WHEREAS, the Applicants have requested a Variance (VA-006-23) from Sections 270-10 and 270-20 of the LDC to permit partial loading zone to be used during non-operational hours; and

WHEREAS, the Applicants have requested a Variance (VA-007-23) from Section 275-90 and 275-120 to remove five foot (5') vehicular use area buffer adjacent to a City park, and

WHEREAS, the Applicants have requested a Variance (VA-008-23) from Section 290-70(G)(3) of the LDC to reduce the required dumpster setback from twenty-five feet (25') to ten feet, two inches (10'2”), and

WHEREAS, the Applicants have requested a Variance (VA-009-23) from Section 205-10(E) of the LDC to waive minimum lot depth of 300 feet to allow 60', and

WHEREAS, the Applicants have requested a Variance (VA-010-23) from Section 205-10(E) of the LDC to waive the maximum building height of 1-story, sixteen feet (16') to allow a height of approximately forty feet (40'); and

WHEREAS, the Applicants have requested a Variance (VA-011-23) from Section 205-10(E) of the LDC to waive the minimum lot area of 80,000 SF to allow a lot area of 29,080 SF; and

WHEREAS, the Applicants have requested a Variance (VA-012-23) from Section 205-10(E) of the LDC to reduce ease side setback to seven feet, ten inches (7'10”), and the west side setback to eight feet, four inches (8'4”) where twenty-five feet (25') is request.

WHEREAS, the requested Variances maintain the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the City; and

WHEREAS, the requested Variances are otherwise compatible with the surrounding land uses and would not be detrimental to the community; and

WHEREAS, the requested Variances are consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the City; and

WHEREAS, the applicant is requesting to use the City’s logo on the construction fence, in accordance with Section 8-7 of the City’s Code of Ordinances; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC;

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 pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plan,” the following Site Plan (SP-068-22), attached as Exhibit “B” which is made a part of and incorporated into this Resolution by reference is approved.

Section 3. That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 625 “Variances,” the following Variance Applications (VA-005-23, VA-006-23, VA-007-23, VA-008-23, VA-009-23, VA-010-23, VA-011-23, and VA-012-23) are approved consistent with the Site Plan provided in Exhibit “B”.

Section 4. That the approvals granted by this Resolution are subject to the Applicants’ compliance with the following conditions:

1. Any road cuts within the ROW for utilities connections, curb cuts and/or any other reason must be restored to the city’s standards (Engineering).
2. Demolition Plan and Erosion Control Plan and details are required at building permitting (Engineering).
3. Additional comments may apply and will need to be addressed prior to Building Permit approval (Engineering).
4. The Site Plan approval shall be concurrent with variance approval(s) (Engineering).
5. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV (Engineering).

6. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping (Engineering).
7. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable) (Engineering).
8. Detail and complete engineering plans will be required prior to Building and R/W permit approval (Engineering).
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. (Engineering).
10. Show also all existing and proposed utilities on the landscaping plans for potential conflicts (Engineering).
11. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA) (Engineering).
12. 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).
13. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, City of Hollywood Water and Wastewater approval, 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).
14. Per Section 505-120(O), 1 wall sign is permitted per street frontage. There is no street frontage on the south property line. Remove the proposed sign (Zoning).

15. Per Section 265-51, 19 bicycling parking spaces are required. The one proposed fixture appears to hold 3-5 bike. Please identify location of additional bicycle parking on site (Zoning).
16. Public Art Program: Please provide estimated construction value of project for estimation purposes. Per Article 811 Of the LDC, new development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fee for the creation, acquisition and installation of public art in the City (Zoning).

Section 5. That pursuant to LDC Section 635-100 “Expiration of Site Plans,” approvals shall automatically expire and become null and void unless the Applicant commences with construction of the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 6. That the issuance of a development order by a municipality does not in any way create any right on the part of Applicants 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 development order 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 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on February 28, 2023.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

36-50-42 BEG AT A PT 285 NELY OF A PT ON C/L OF DANIA BEACH RD R/W WHICH IS
666.95 E OF INTERSECTION WITH C/L OF N OCEAN DR, RUN NELY 101.1, W 114.17, S
100,E 99.08 TO POB

EXHIBIT B
SITE PLAN



Lucky fish

beach bar + grill

CITY OF DANIA BEACH



INDEX

ARCHITECTURE	
CV	COVER
SP-1	SITE PLAN
SP-2	SITE DETAILS
A1.00	GROUND (GRADE) FLOOR PLAN
A1.10	FIRST FLOOR PLAN
A1.20	SECOND FLOOR PLAN
A1.30	ROOF PLAN
A4.10	ELEVATIONS
A4.11	ELEVATIONS
REN-1	3D RENDERINGS
REN-2	3D RENDERINGS
REN-3	COLOR SITE PLAN
REN-4	COLOR ELEVATIONS
E00	PHOTOMETRIC LIGHTING PLAN AND SCHEDULE
E01	PHOTOMETRIC RENDERINGS
E02	SITE LIGHTING PHOTOMETRIC SITE PLAN
E03	LOWER LEVEL & KITCHEN PHOTOMETRIC
E04	DINNING AND BAR PHOTOMETRY
E05	LIGHTING CONTROLS
E06	LIGHT FIXTURE DETAILS
E07	GARAGE & LOWER LEVEL PHOTOMETRY
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A02	SURVEY
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C-2	CIVIL DETAILS
C-3	EROSION CONTROL DETAILS
C-4	SIGN AND STREET ID TYPICAL DETAILS
C-5	PAVING MARKINGS AND SIGNS DETAILS
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LP-2	LANDSCAPE DETAILS AND NOTES
LP-3	PALM RELOCATION SPECIFICATIONS
LI-1	IRRIGATION PLAN
LE-1	TREE DISPOSITION PLAN

APPLICANT Chris Moutos (L. Counsel) & Lon Moshakos 6510 Chapel Hill rd. Raleigh NC 27607 919-851-0858 919-414-1618 c cmoutos@lmrest.com lou@lmrest.com	ARCHITECT Juan C. Linares AIA, NCARB RWB / Linares Architecture, Inc. 1600 South Dixie Hwy. Suite 400 Boca Raton, FL 33432 561-391-0081 office 561-391-0085 fax 904-571-5044 mobile	LANDSCAPE+IRRIGATION Wayne Tanning RLA TONNING & ASSOCIATES INC. 4855 NW 92 Terrace Coral Springs, FL 33067 Office 561-414-8269
PROPERTY OWNER CITY OF DANIA BEACH	CIVIL ENGINEER Martin Pilote, PE Globe Engineering, Inc. 4839 SW 148 Avenue, Suite 507 954-316-7628 martin@civil-engineer.us	SURVEYOR Richard H. Smith, Inc. Surveying and Mapping 4902 Forest Dale drive Lake Worth, FL 33449 561-536-8191 rsmithsurvey1@gmail.com

REVISIONS	
1. DRC COMMENTS	10.06.22
2. DRC COMMENTS	01.16.23
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

ALL DESIGN, REVISIONS, APPROVALS, AND NOTES
SHOWN ON THIS DRAWING ARE THE PROPERTY OF
THE ARCHITECT AND ARE NOT TO BE REPRODUCED
OR USED FOR ANY OTHER PROJECT WITHOUT THE
ARCHITECT'S WRITTEN PERMISSION. ANY
VIOLATION OF THIS AGREEMENT WILL BE
CONSIDERED A BREACH OF CONTRACT AND
WILL BE PROSECUTED TO THE FULL EXTENT
OF THE LAW.

THE TIKI RESTAURANT AND BAR

65 North Beach Road
DANIA BEACH, FL 33004

1600 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
PHONE 561-391-0081 FAX 561-391-0085
EMAIL mail@rwb-arch.com

RWB
Linares
ARCHITECTURE

PROJECT #	21-02
DATE	12-08-21
SHEET #	

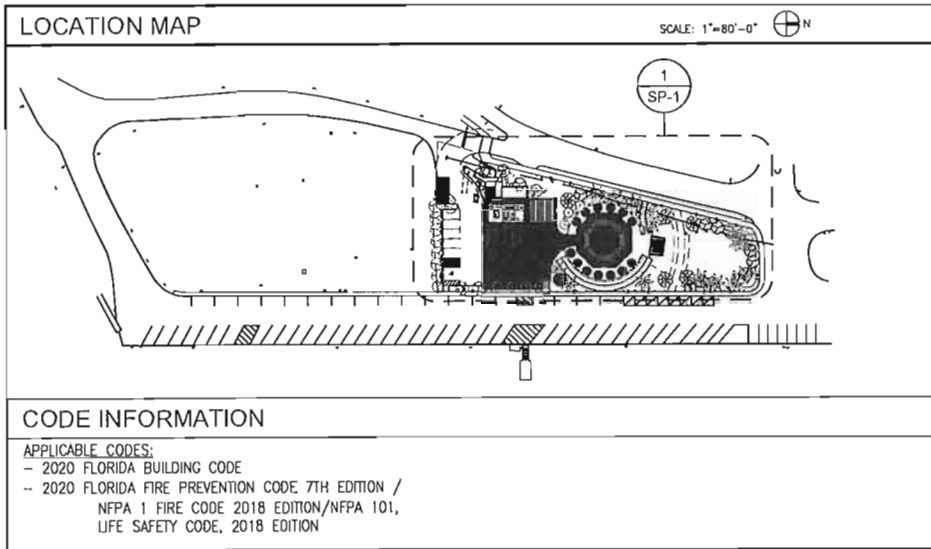
CV

JUAN C. LINARES



Digitally signed
by Juan C
Linares
Date: 2023.01.19
09:16:56 -05'00'

AA2G000640



VARIANCE REQUEST(S)

1. SECTION 205-10(E)
MINIMUM LOT AREA
2. SECTION 205-10(E)
MINIMUM LOT DEPTH
3. SECTION 205-10(E)
BUILDING HEIGHT
4. SECTION 205-10(E)
SETBACKS REDUCTION FOR
EAST SIDE FROM 25' TO 7'-10"
WEST SIDE FROM 25' TO 8'-4"
5. SECTION 290-70(G)(3)
DUMPSTER SETBACK REDUCTION
FROM 25' TO ANY STREET 10'-2"
6. SECTION 265-50
PARKING AUTOMOBILE SPACES REDUCTION
FROM 169 TO 13
7. SECTION 270-20
PARTIAL LOADING ZONE TO BE USED DURING
NON-OPERATIONAL HOURS ONLY
8. SECTION 275-90 & 275-120
VEHICULAR USE AREAS BUFFERS

SITE PLAN / BUILDING DATA

PROJECT DESCRIPTION:	PREVIOUS RESTAURANT HAS BEEN REMOVED AT EXISTING SITE, NEW KITCHEN, CAFE DECK, TIKI BAR TO BE PROPOSED IN SIMILAR LOCATION. NEW SITE LIGHTING, LANDSCAPING AND SITE IMPROVEMENT THROUGHOUT. CITY OWNED PROPERTY
LAND USE DESIGNATION:	CONCESSION USE (PREVIOUSLY RESTAURANT BUILDING)
ZONING DESIGNATION	: OS (OPEN SPACE)
FLOOD ZONE	: FLOOD ZONE AE FEMA 2014 9' NAVD FEMA 2019 6' NAVD
SITE AREA (PROJECT BOUNDARY)	: 28,919.92 SF (0.663 ACRES)
BLDG CONSTRUCTION TYPE	: IIB
OCCUPANCY GROUP	: ASSEMBLY "A2" (RESTAURANT/BAR)
SPRINKLER SYSTEM	: NO
FIRE ALARM SYSTEM	: YES
BUILDING FOOTPRINT:	- PREVIOUS RESTAURANT BUILDING (HISTORICAL RECORDS) : 4,746.00 SF 1,940 SF BUILDING + 2,806 SF DECK - TOTAL NEW BUILDING FOOTPRINT : 9,682.50 SF

PROJECT DATA:

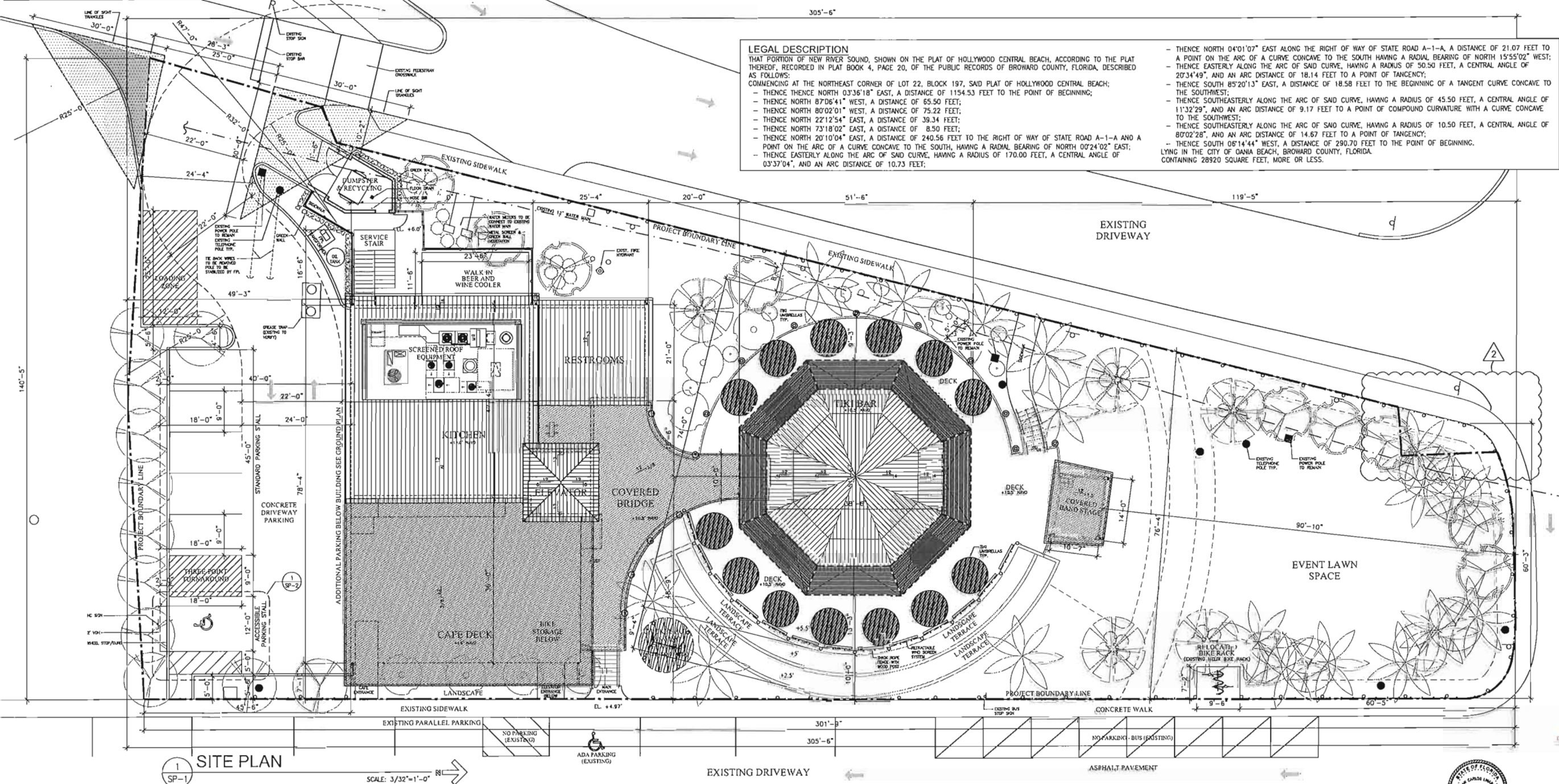
	REQUIRED	PROVIDED
LOT AREA	80,000SF (MIN.)	28,919.92 SF
LOT WIDTH	250'	305'-6"
LOT DEPTH	300'	60'-3" THRU 140'-5"
LOT COVERAGE(ROOF STRUCTURE)	3/3	9,677.50 SF (33.3%)
IMPERVIOUS	N/A	8,931.00 SF (30.8%)
PERVIOUS	N/A	19,988.92 SF (69.2%)
HEIGHT	1 STORIES/16'	39'-3" (AT GRADE)
FRONT SETBACK (E)	25'	7'-10"
SECONDARY FRONT SETBACK(W)	25'	8'-4"
SIDE (N)	25'	90'-10"
2ND SIDE (S)	25'	49'-3"
RESTAURANT:	(1) PER (30) SF OF CUSTOMER SERVICE AREA IF LIVE ENTERTAINMENT IS PROVIDED	
TOTAL SPACES REQUIRED	= 5,061 SF/30 = 169 SPACES	
TOTAL SPACES PROPOSED	= 12 SPACES	
TOTAL ACCESSIBLE SPACES REQ'D	= 1 PER FBC	
TOTAL SPACES PROVIDED	13 SPACES	
BICYCLE PARKING REQUIRED	= 19 BICYCLE SPACES (10% OF REQ'D AUTOMOBILE SPACES)	
BICYCLE PARKING PROVIDED	= 19 BICYCLE SPACES	

AREAS CALCULATION

LOWER LEVEL		
VEHICULAR USE AREA	6,145.50	SF
BIKE RACK PARKING	165.50	SF
STAIRS, ELEVATOR	368.50	SF
DUMPSTER	141	SF
TRASH CHUTE	44.50	SF
STORAGE	216.50	SF
COOLER	270	SF
RELOCATED BIKE RACK	68	SF
SIDEWALKS, PAVEMENT	1,511.50	SF
LANDSCAPE AREA	12,879.50	SF
OPEN SPACE UNDER STRUCTURE	7,109.42	SF
	28,919.92	SF
FIRST LEVEL		
CAFE DECK	1,731.50	SF
TIKI BAR DECK	3,985.50	SF
TIKI BAR	507	SF
BAND STAGE	142.50	SF
RESTROOM	335.50	SF
ICE MAKER, LIQUOR STORE, ELECT & MOP	252.15	SF
LOBBIES, CORRIDORS, STAIR & OTHERS	964.75	SF
	7,918.90	SF
SECOND LEVEL		
KITCHEN	1,830.80	SF

REVISIONS

NO.	DATE	DESCRIPTION
1.	08.06.22	1. DRC COMMENTS
2.	01.18.23	2. DRC COMMENTS
3.		
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THE TIKI RESTAURANT AND BAR
65 North Beach Road
DANIA BEACH, FL 33004

1800 SOUTH DIXIE HWY., SUITE 400
BOCA RATON, FLORIDA 33432
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EMAIL mail@rwb-arch.com

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ARCHITECTURE

PROJECT * 21-032
DATE 12-08-21
SHEET *

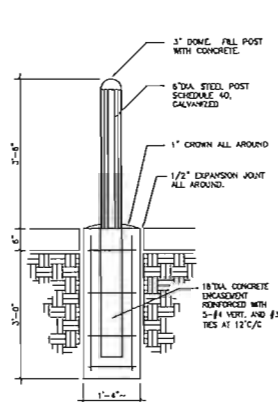
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JUAN C. LINARES

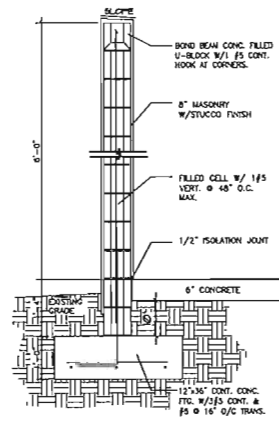
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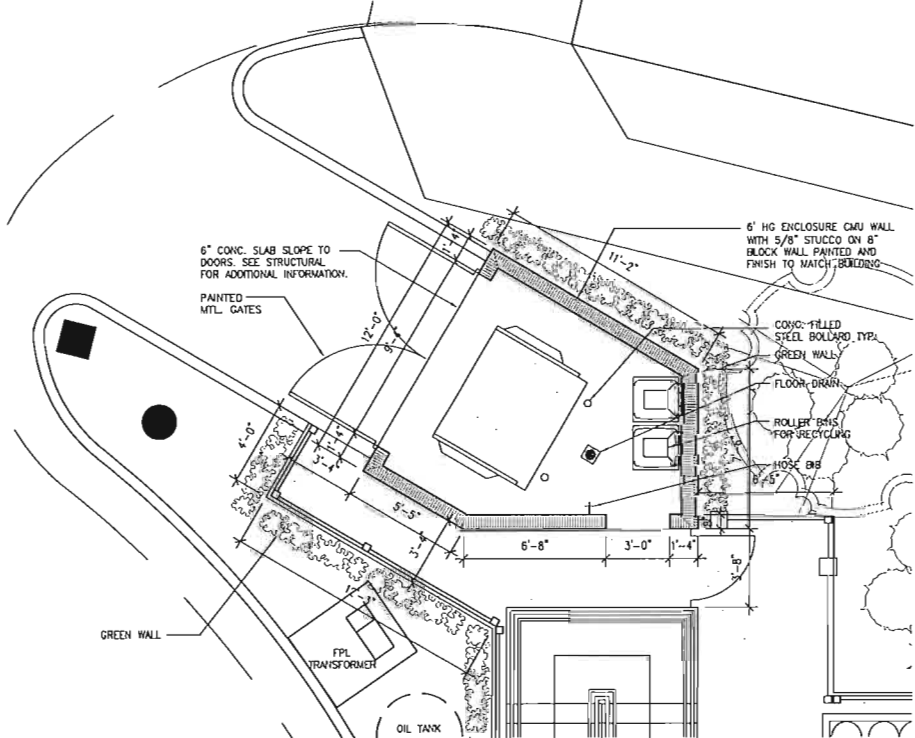
11 BOLLARD DETAIL
SP-2 SCALE: 1/2"=1'-0"



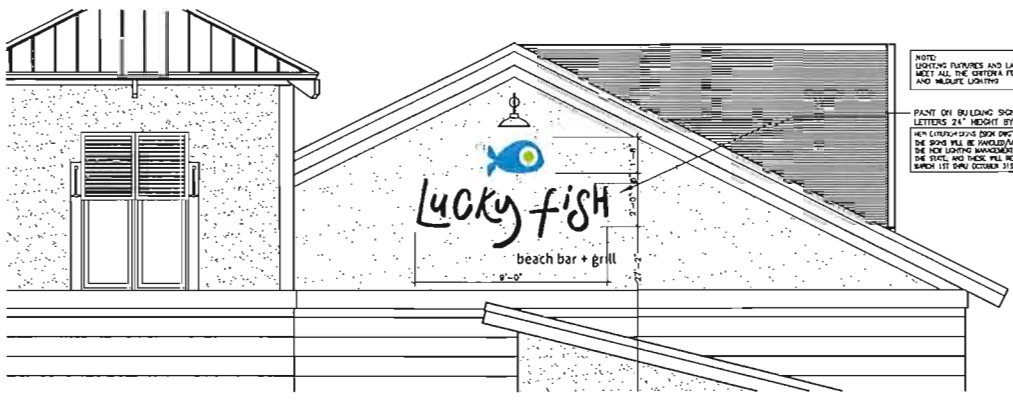
10 DUMPSTER ENCLOSURE WALL DETAIL
SP-2 SCALE: 1/2"=1'-0"



9 DUMPSTER DETAIL
SP-2 SCALE: 1/4"=1'-0"



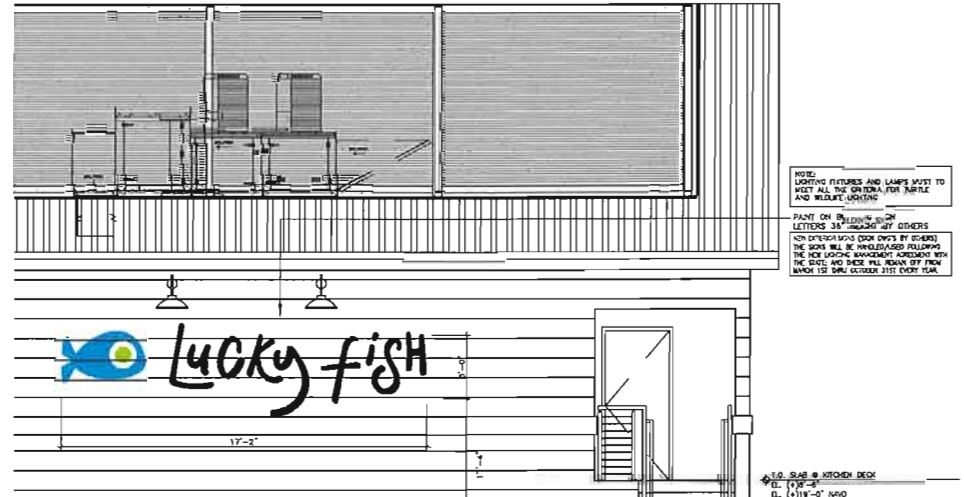
8 SIGN DETAIL @ SIDE ELEVATION (NORTH VIEW)
SP-2 SCALE: 1/4"=1'-0"



7 SIGN DETAIL @ SIDE ELEVATION (SOUTH VIEW)
SP-2 SCALE: 1/4"=1'-0"



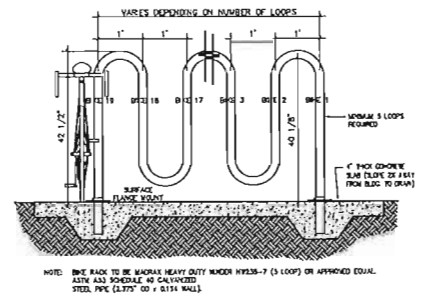
6 SIGN DETAIL @ REAR ELEVATION (WEST VIEW)
SP-2 SCALE: 1/4"=1'-0"



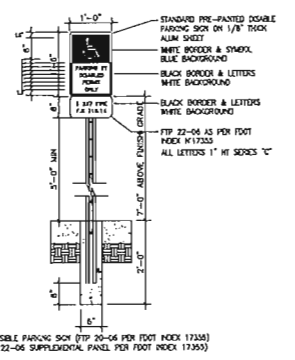
5 SIGN DETAIL @ FRONT ELEVATION (EAST VIEW)
SP-2 SCALE: 1/4"=1'-0"



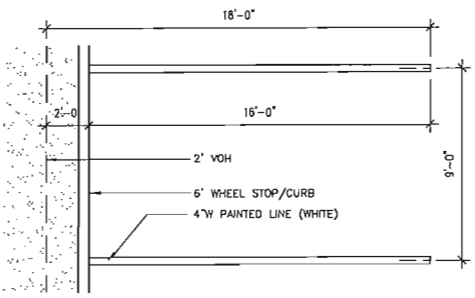
4 BIKE RACK DETAIL
SP-2 SCALE: 1/2"=1'-0"



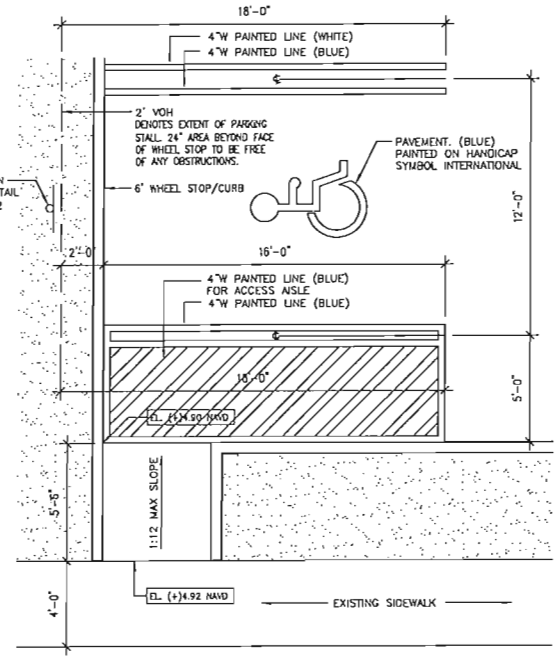
3 ACCESSIBLE HANDICAP SIGN DETAIL
SP-2 SCALE: 1/2"=1'-0"



2 TYPICAL PARKING STALL DETAIL
SP-2 SCALE: 1/4"=1'-0"



1 TYPICAL HC PARKING STALL DETAIL
SP-2 SCALE: 1/4"=1'-0"



REVISIONS	
1.	
2. ORC COMMENTS	01.18.23
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THE TIKI RESTAURANT AND BAR
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PROJECT # 21-032
DATE 12-08-21
SHEET #

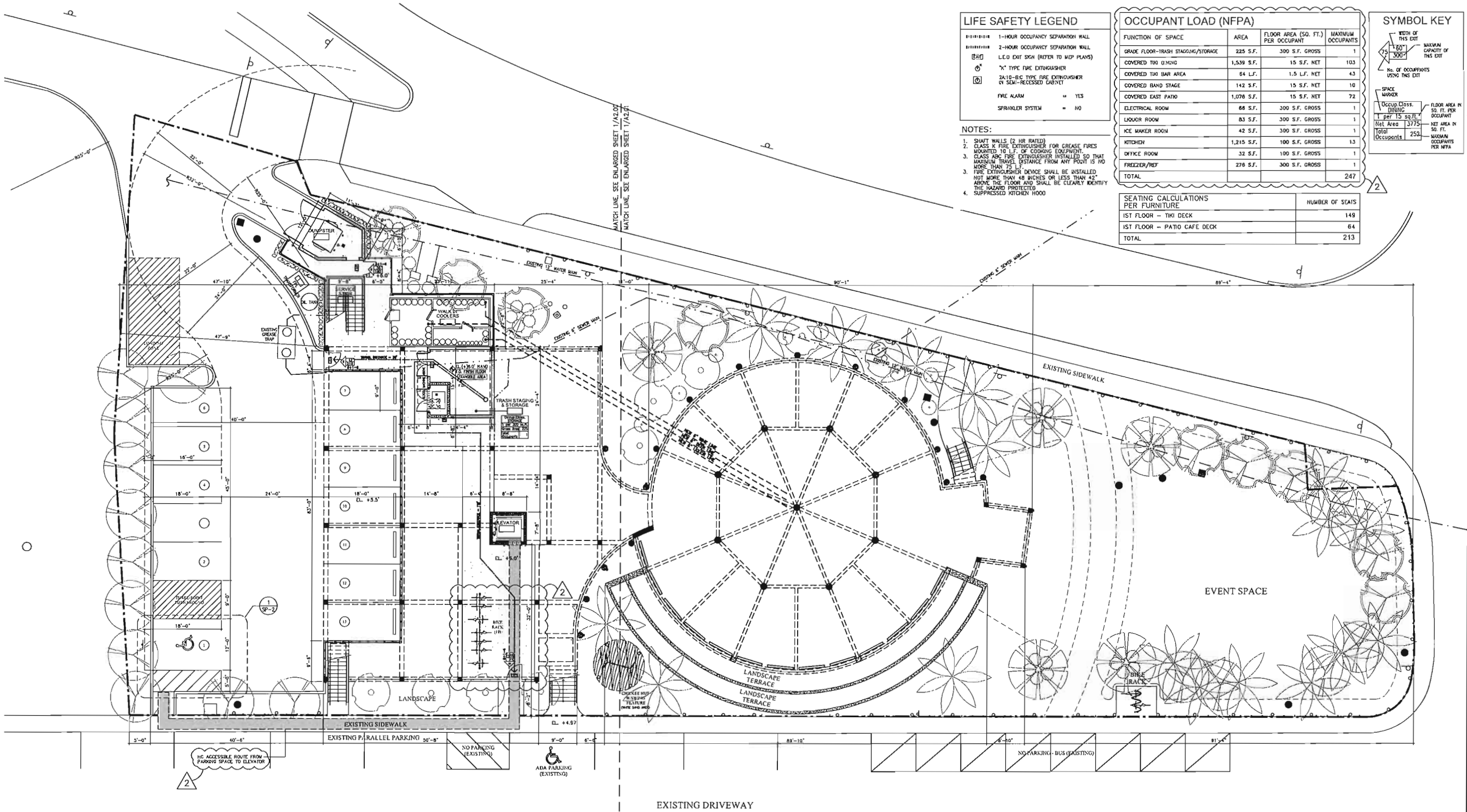
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JUAN C. LINARES

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Linares
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LIFE SAFETY LEGEND

1-HOUR OCCUPANCY SEPARATION WALL	
2-HOUR OCCUPANCY SEPARATION WALL	
LED EXIT SIGN (REFER TO MEP PLANS)	
7" TYPE FIRE EXTINGUISHER	
2A10-BBC TYPE FIRE EXTINGUISHER IN SIGN-RECESSED CABINET	
FIRE ALARM	YES
SPRINKLER SYSTEM	NO

NOTES:

- SHUTTLE WALLS (2 HR RATED)
- CLASS K FIRE EXTINGUISHER FOR GREASE FIRES MOUNTED 10' L.F. OF COOKING EQUIPMENT
- CLASS ABC FIRE EXTINGUISHER INSTALLED SO THAT MAXIMUM TRAVEL DISTANCE FROM ANY POINT IS NO MORE THAN 75'
- FIRE EXTINGUISHER DEVICE SHALL BE INSTALLED NOT MORE THAN 48 INCHES OR LESS THAN 42" ABOVE THE FLOOR AND SHALL BE CLEARLY IDENTIFY THE HAZARD PROTECTED
- SUPPRESSED KITCHEN HOOD

OCCUPANT LOAD (NFPA)

FUNCTION OF SPACE	AREA	FLOOR AREA (SQ. FT.) PER OCCUPANT	MAXIMUM OCCUPANTS
GRADE FLOOR-TRASH STAGING/STORAGE	225 S.F.	300 S.F. GROSS	1
COVERED TIKI DECK	1,539 S.F.	15 S.F. NET	103
COVERED TIKI BAR AREA	84 L.F.	1.5 L.F. NET	43
COVERED BAND STAGE	142 S.F.	15 S.F. NET	10
COVERED EAST PATIO	1,078 S.F.	15 S.F. NET	72
ELECTRICAL ROOM	66 S.F.	300 S.F. GROSS	1
LIQUOR ROOM	83 S.F.	300 S.F. GROSS	1
ICE MAKER ROOM	42 S.F.	300 S.F. GROSS	1
KITCHEN	1,215 S.F.	100 S.F. GROSS	13
OFFICE ROOM	32 S.F.	100 S.F. GROSS	1
FREEZER/REF	278 S.F.	300 S.F. GROSS	1
TOTAL			247

SEATING CALCULATIONS PER FURNITURE

	NUMBER OF SEATS
1ST FLOOR - TIKI DECK	149
1ST FLOOR - PATIO CAFE DECK	64
TOTAL	213

SYMBOL KEY

150' 300'	MAXIMUM CAPACITY OF THIS DIST
No. of OCCUPANTS USING THIS DIST	
SPACE WARDER	
Occup. Class. DIVING	
1 per 15 sq. ft.	
Net Area 3775	
Total Occupants 250	
FLOOR AREA IN SQ. FT. PER OCCUPANT	
Net Area IN SQ. FT.	
MAXIMUM OCCUPANTS PER NFPA	

REVISIONS

NO.	DATE	DESCRIPTION
1	10.08.22	1. DRC COMMENTS
2	01.18.23	2. DRC COMMENTS
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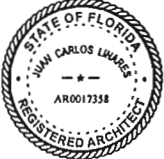
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PROJECT: 21-092
DATE: 12-08-21
SHEET: A1.00

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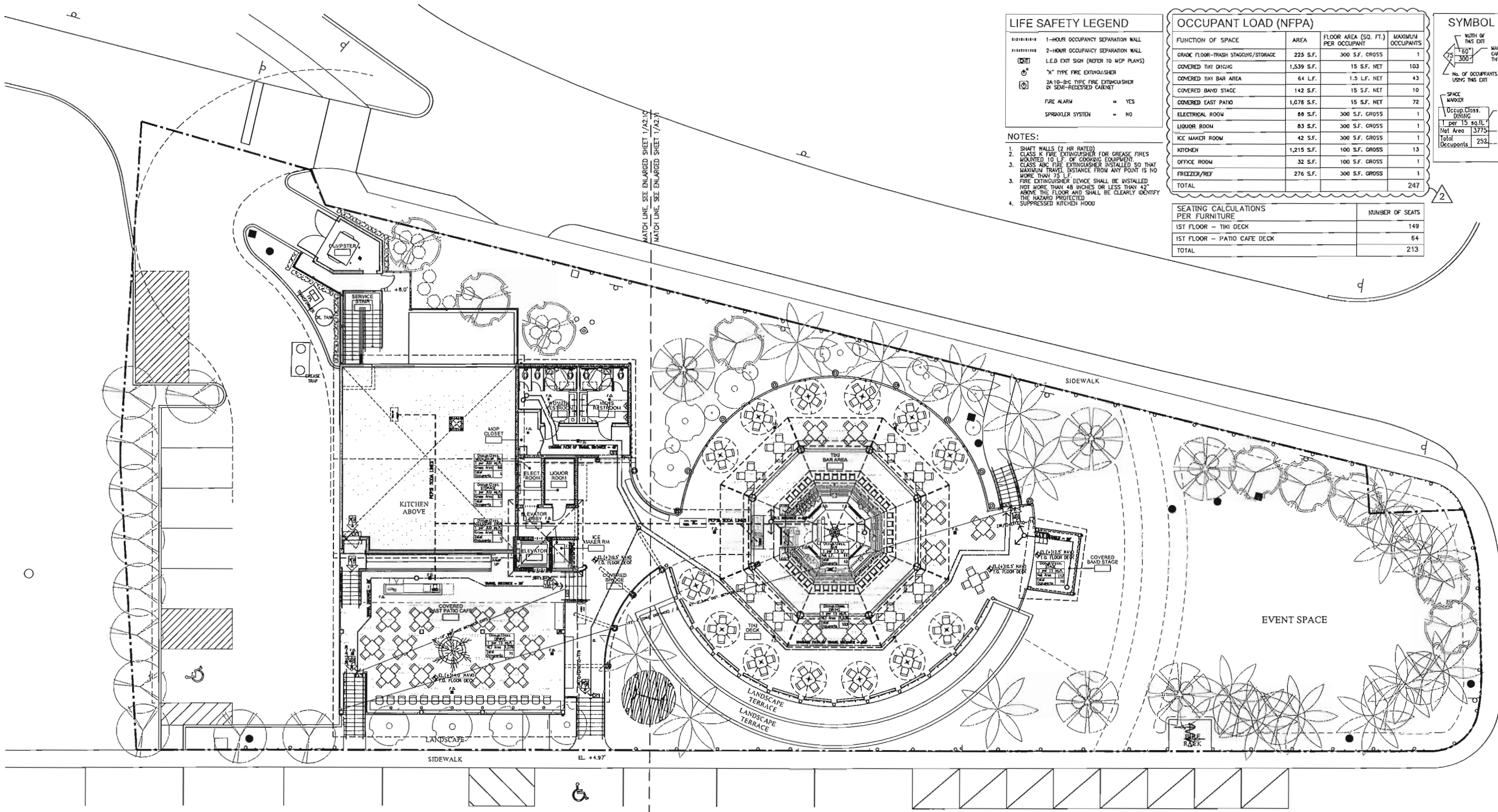
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Date: 2023.01.19
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1 OVERALL GRADE FLOOR & LIFE SAFETY PLAN
A1.00 SCALE: 3/32"=1'-0"

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LIFE SAFETY LEGEND

1-HOUR OCCUPANCY SEPARATION WALL	
2-HOUR OCCUPANCY SEPARATION WALL	
LED EXIT SIGN (REFER TO MEP PLANS)	
7" TYPE FIRE EXTINGUISHER	
2A10-B4C TYPE FIRE EXTINGUISHER IN SIGN-RECEIVED CABINET	
FIRE ALARM	= YES
SPRINKLER SYSTEM	= NO

- NOTES:**
1. SHUT WALLS (2 HR RATED)
 2. GLASS & FIRE EXTINGUISHER FOR GREASE FIRES MOUNTED TO L.F. OF COOKING EQUIPMENT
 3. GLASS AND FIRE EXTINGUISHER INSTALLED SO THAT MAXIMUM TRAVEL DISTANCE FROM ANY POINT IS NO MORE THAN 75' L.F.
 4. FIRE EXTINGUISHER DEVICE SHALL BE INSTALLED NOT MORE THAN 48 INCHES OR LESS THAN 42" ABOVE THE FLOOR AND SHALL BE CLEARLY IDENTIFY THE HAZARD PROTECTED
 5. SUPPRESSED KITCHEN HOOD

OCCUPANT LOAD (NFPA)

FUNCTION OF SPACE	AREA	FLOOR AREA (SQ. FT.) PER OCCUPANT	MAXIMUM OCCUPANTS
GRADE FLOOR-TWASH STAGING/STORAGE	225 S.F.	300 S.F. GROSS	1
COVERED TIKI DINING	1,539 S.F.	15 S.F. NET	103
COVERED TIKI BAR AREA	64 L.F.	1.5 L.F. NET	43
COVERED BAND STAGE	142 S.F.	15 S.F. NET	10
COVERED EAST PATIO	1,076 S.F.	15 S.F. NET	72
ELECTRICAL ROOM	88 S.F.	300 S.F. GROSS	1
LIQUOR ROOM	83 S.F.	300 S.F. GROSS	1
ICE MAKER ROOM	42 S.F.	300 S.F. GROSS	1
KITCHEN	1,215 S.F.	100 S.F. GROSS	13
OFFICE ROOM	32 S.F.	100 S.F. GROSS	1
FREEZER/REF	276 S.F.	300 S.F. GROSS	1
TOTAL			247

SEATING CALCULATIONS PER FURNITURE

	NUMBER OF SEATS
1ST FLOOR - TIKI DECK	149
1ST FLOOR - PATIO CAFE DECK	64
TOTAL	213

SYMBOL KEY

NO. OF THIS EXIT	MAXIMUM CAPACITY OF THIS EXIT
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000

SPACE MARKER
Occup. Class. 1
DINING
1 per 15 sq. ft.
Net Area 3775
Total Occupants 252

FLOOR AREA IN SQ. FT. FOR OCCUPANT
NET AREA IN SQ. FT.
MAXIMUM OCCUPANTS PER NFPA

REVISIONS

NO.	DATE	REVISIONS
1.	10.08.22	1. DRG COMMENTS
2.	07.18.23	2. DRG COMMENTS
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PROJECT * 21-02
DATE 12-06-21
SHEET *

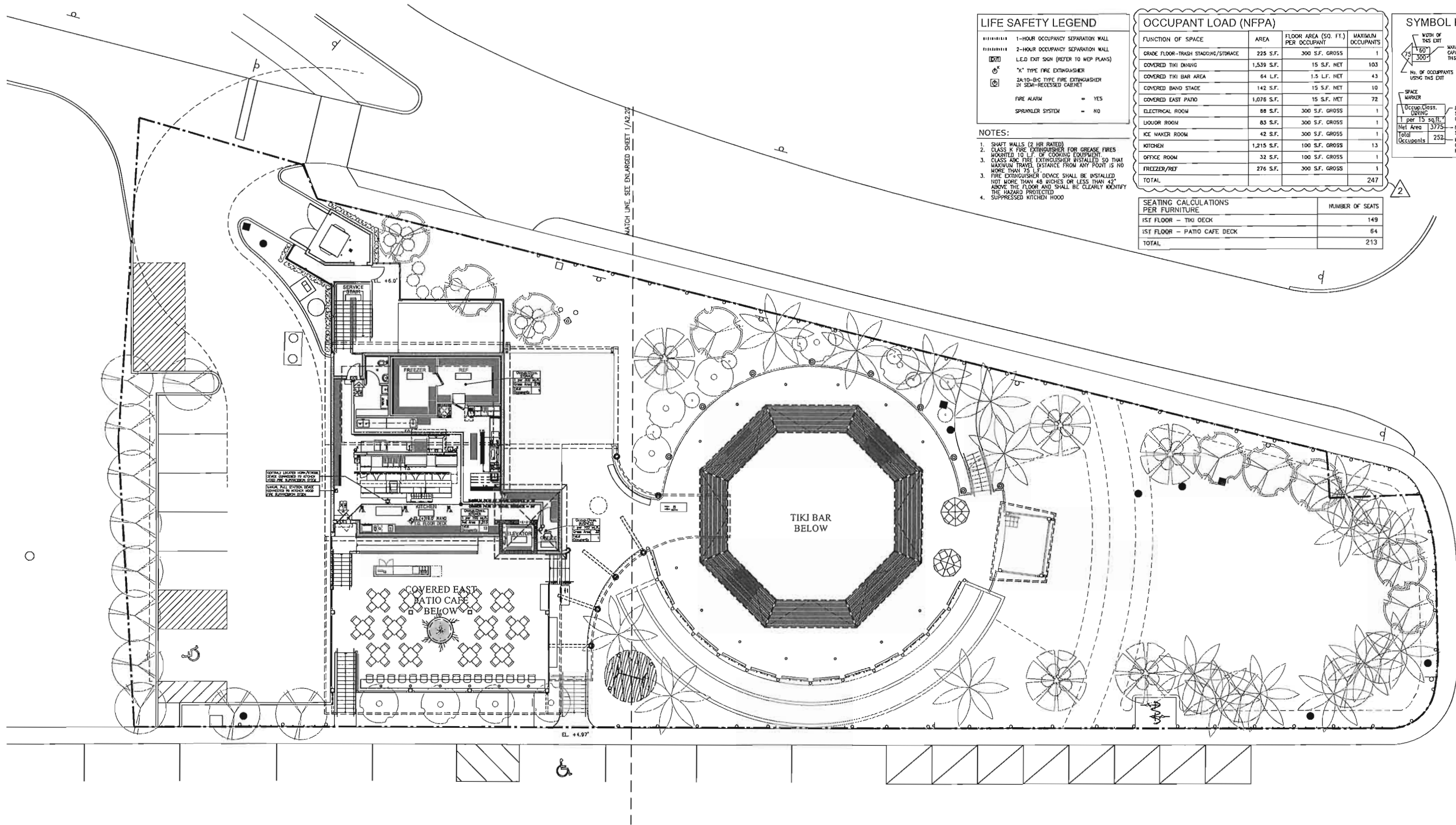
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OVERALL 1st FLOOR & LIFE SAFETY PLAN
SCALE: 3/32"=1'-0"



LIFE SAFETY LEGEND

- 1-HOUR OCCUPANCY SEPARATION WALL
- 2-HOUR OCCUPANCY SEPARATION WALL
- LED EXIT SIGN (REFER TO MEP PLANS)
- 1" TYPE FIRE EXTINGUISHER
- 2A10-B-C TYPE FIRE EXTINGUISHER IN SEMI-RECESSED CABINET
- FIRE ALARM = YES
- SPRINKLER SYSTEM = NO

NOTES:

- SHUTT WALLS (2 HR RATED)
- CLASS K FIRE EXTINGUISHER FOR GREASE FIRES MOUNTED TO L.F. OF COOKING EQUIPMENT
- CLASS ABC FIRE EXTINGUISHER INSTALLED SO THAT MAXIMUM TRAVEL DISTANCE FROM ANY POINT IS NO MORE THAN 75 LF
- FIRE EXTINGUISHER DEVICE SHALL BE INSTALLED NOT MORE THAN 48 INCHES OR LESS THAN 42" ABOVE THE FLOOR AND SHALL BE CLEARLY IDENTIFY THE HAZARD PROTECTED
- SUPPRESSED KITCHEN HOOD

OCCUPANT LOAD (NFPA)

FUNCTION OF SPACE	AREA	FLOOR AREA (SQ. FT.) PER OCCUPANT	MAXIMUM OCCUPANTS
GRADE FLOOR-TRASH STAGING/STORAGE	228 S.F.	300 S.F. GROSS	1
COVERED TIKI DINING	1,539 S.F.	15 S.F. NET	103
COVERED TIKI BAR AREA	64 S.F.	1.5 L.F. NET	43
COVERED BAND STAGE	142 S.F.	15 S.F. NET	10
COVERED EAST PATIO	1,076 S.F.	15 S.F. NET	72
ELECTRICAL ROOM	88 S.F.	300 S.F. GROSS	1
LIQUOR ROOM	83 S.F.	300 S.F. GROSS	1
ICE MAKER ROOM	42 S.F.	300 S.F. GROSS	1
KITCHEN	1,215 S.F.	100 S.F. GROSS	13
OFFICE ROOM	32 S.F.	100 S.F. GROSS	1
FREEZER/REF	276 S.F.	300 S.F. GROSS	1
TOTAL			247

SEATING CALCULATIONS PER FURNITURE

	NUMBER OF SEATS
1ST FLOOR - TIKI DECK	149
1ST FLOOR - PATIO CAFE DECK	64
TOTAL	213

SYMBOL KEY

- WIDTH OF THIS EXIT
- MAXIMUM CAPACITY OF THIS EXIT
- NO. OF OCCUPANTS USING THIS EXIT
- SPACE
- Occup. Class. per 15 sq.ft.
- Net Area
- 3775
- 252
- FLOOR AREA IN SQ. FT. PER OCCUPANT
- NET AREA IN SQ. FT.
- MAXIMUM OCCUPANTS PER NFPA

REVISIONS

1. DRC COMMENTS	10.08.22
2. DRC COMMENTS	01.18.23
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THE TIKI RESTAURANT AND BAR
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PROJECT* 21-012
DATE 12-06-21
SHEET* 1

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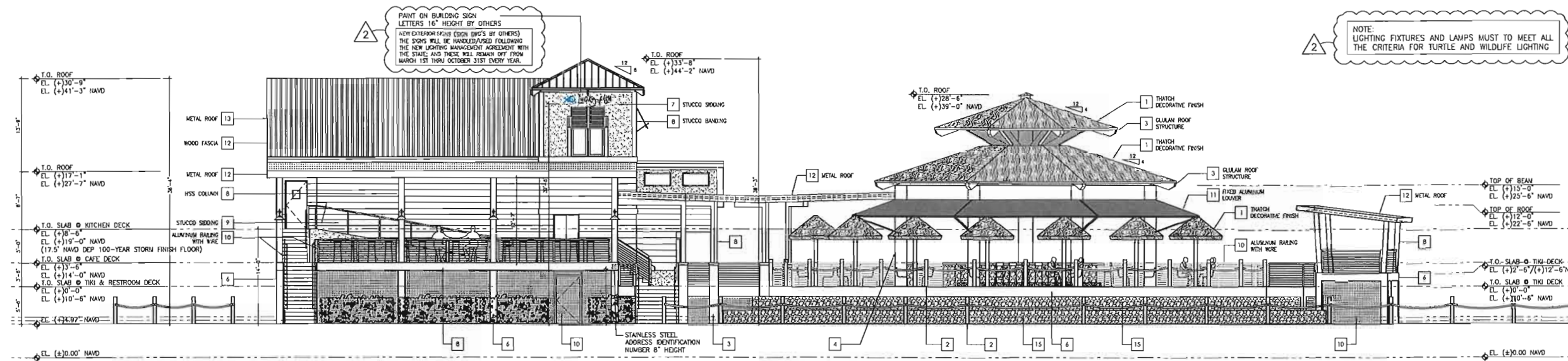
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by Juan C
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Date: 2023.01.19
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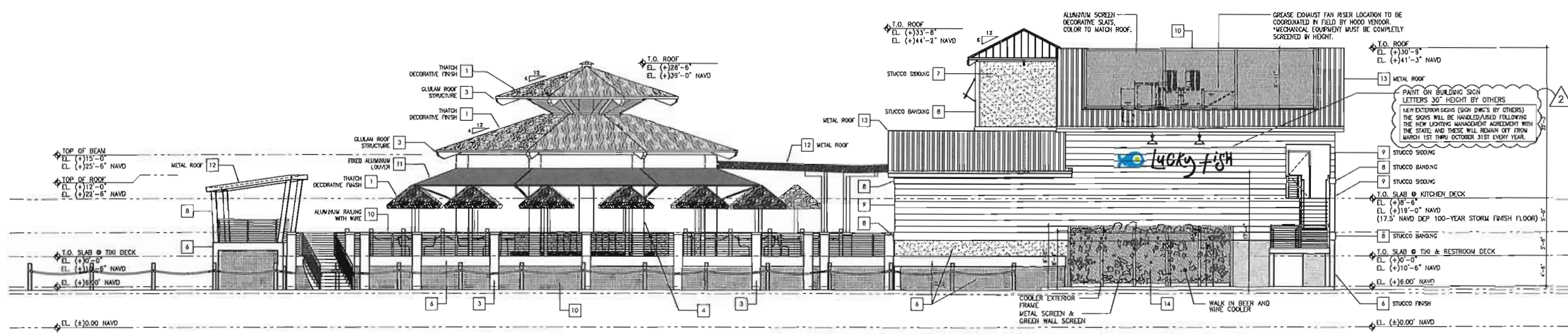
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1 OVERALL 2nd FLOOR & LIFE SAFETY PLAN
SCALE: 3/32"=1'-0"

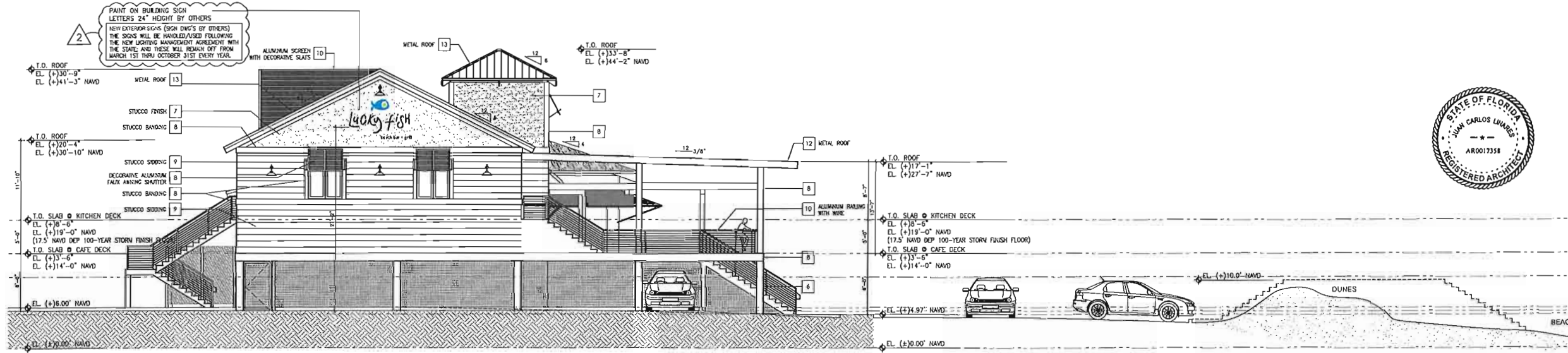




1 FRONT ELEVATION
A4.10
SCALE: 1/8"=1'-0"



2 REAR ELEVATION
A4.10
SCALE: 1/8"=1'-0"



3 SIDE ELEVATION
A4.10
SCALE: 1/8"=1'-0"

COLOR CHART

1	THATCH
2	ROUGH SWAN WOOD ROUND POST
3	STAIN COLORED CONCRETE TO MATCH PEELED WOOD
4	PEELED WOOD (TREE TRUNK COVER)
5	RIVER STONE
6	NATURAL CONCRETE COLORED FINISH
7	SW 7006 EXTRA WHITE
8	VARSITY BLUE 756BM
9	BAINBRIDGE BLUE 749BM
10	ALUMINUM MILL FINISH
11	ALUMINUM BROWN POWDER COAT
12	PRE MANUFACT. ALUMINUM CANOPY SYSTEM, SILVER ANODIZED
13	ANODIZED STANDING SEAM METAL ROOF, SILVER COLOR
14	GREEN SCREEN VERTICAL METAL PANEL
15	LEDGE STONE MIDNIGHT

REVISIONS

1. DRC COMMENTS	10.08.22
2. DRC COMMENTS	01.18.23
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PROJECT # 21-402
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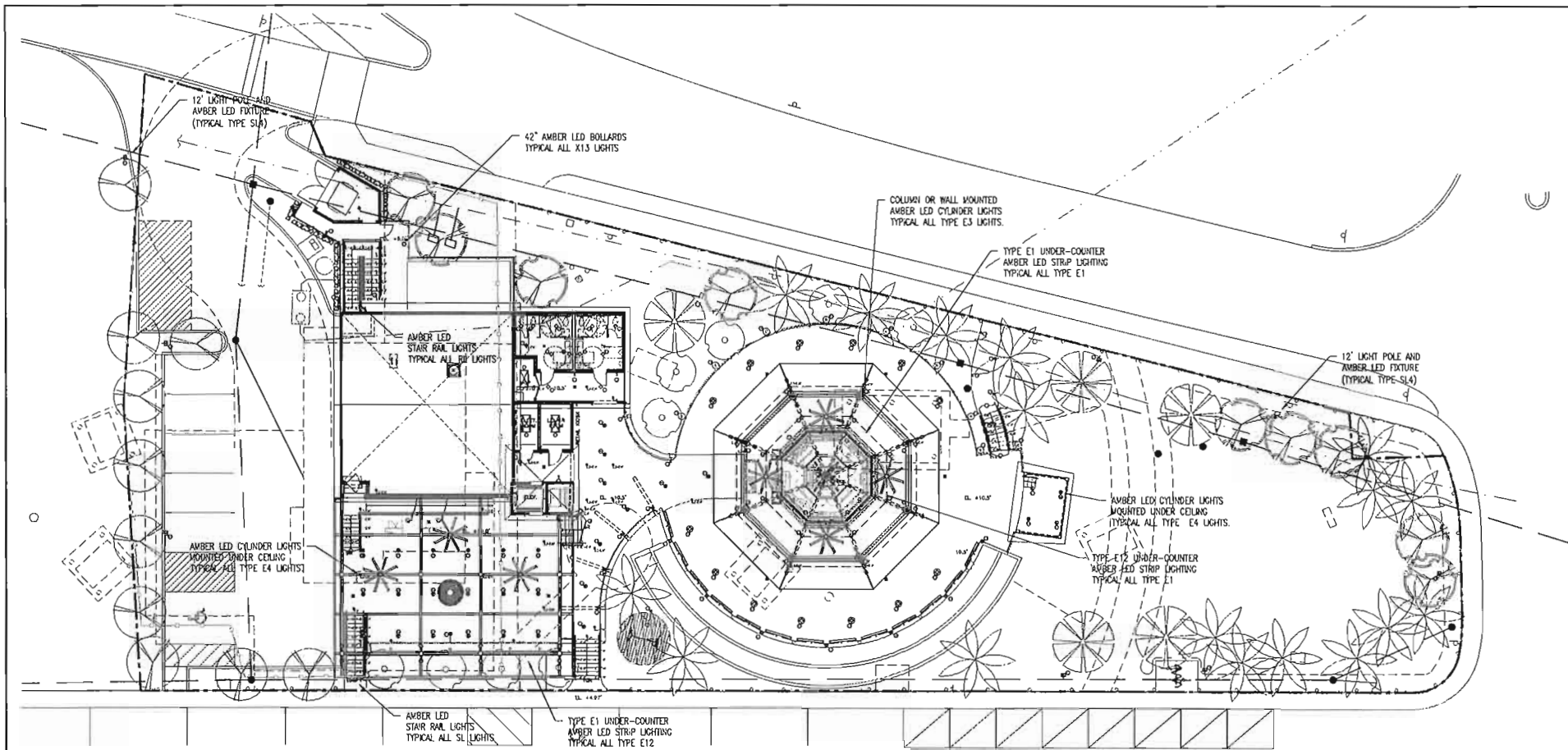
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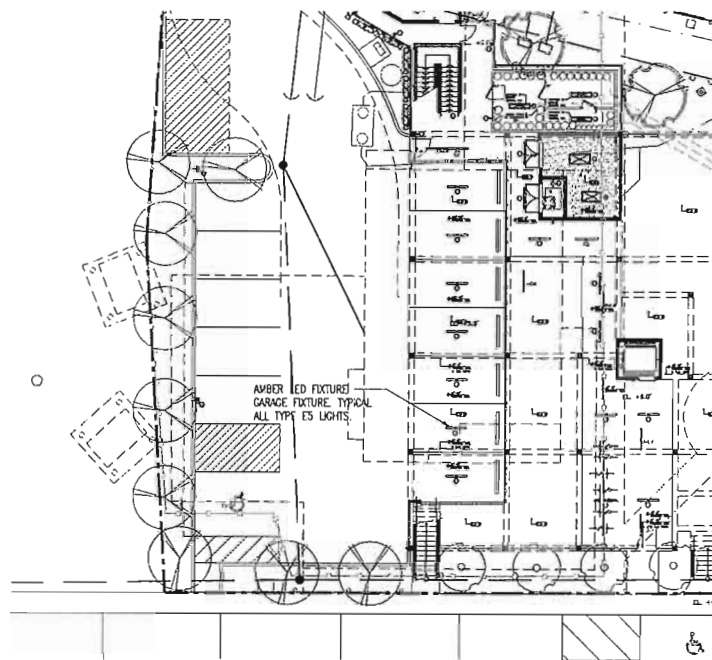


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1 FIRST LEVEL DINING AND OVERALL OUTDOOR LIGHTING PLAN
SCALE: 1/16" = 1'-0" (24 x 36 sheet)



2 GARAGE AND LOWER LEVEL LIGHTING PLAN
SCALE: 1/16" = 1'-0" (24 x 36 sheet)

LIGHTING NOTES:

1. See light fixture schedule for mounting heights.
2. Pole mounted light fixtures are 12' A.F.F. maximum height including concrete mounting base. Pole fixtures are shielded from beach view.
3. LED Light sources are amber color between 560 and 640 nanometers in wavelength.
4. Footcandle values are calculated 2'-6" A.F.F.
5. Footcandle values are calculated at initial light loss level.
6. All exterior building mounted fixtures are 100% downlight with no light above 90 degrees nadir or concealed in coves or niches and mounting channels when located under counters.

Light Fixture Schedule					
Symbol	Qty	Label	Description	Lum. Waga	Total Waga
	110	E1	CBMC DL12034-SE / AMBER LED STRIP / TURTLE FRIENDLY / LOCATED UNDER BAR COUNTERS	8.4	464
	7	E1-0	DL151312 / 24" 60W REMOTE DRIVER / NEMA SR BOX	2	14
	24	E2	CBMC DL12057 / AMBER LED CEILING CYLINDER / TURTLE FRIENDLY / SEE PLAN FOR HEIGHT	8.5	204
	41	E3	CBMC DL12059 / AMBER LED WALL CYLINDER / TURTLE FRIENDLY / SEE PLAN FOR HEIGHT	8.5	348.5
	32	E4	CBMC DL12067 / AMBER LED CEILING CYLINDER / TURTLE FRIENDLY / SEE PLAN FOR HEIGHT	8.5	272
	7	E5	DL16765 / AMBER LED 8" DIAMETER PLUNG CAP / TURTLE FRIENDLY	8.5	59.5
	9	E6	DL16760 / AMBER LED 15" DIAMETER PLUNG CAP / TURTLE FRIENDLY	12	108
	94	E7	CBMC DL15034-SE / AMBER LED STRIP / TURTLE FRIENDLY / LOCATED UNDER UMBRELLA	8.4	413.6
	8	E7-0	DL151312 / 24" 60W REMOTE DRIVER / NEMA SR BOX	2	16
	7	FAN	DL15655 / 60" WOOD BLADE FAN / HEIGHT VARIES	23.7	165.9
	11	I1	CBMC DL12034-NC / 2" LED DOWNLIGHT / 2700K / SEE PLAN FOR HEIGHT	23.7	260.7
	19	I10	DL15492 AND DL16764 / 2x4 SURFACE MOUNT LED PANEL / 2700K / 9'-10" AFF	37.89	719.91
	2	I2	DL16763 / 6" LED VANTY LIGHT / 8' AFF	30.2	60.4
	22	RL	DL16761 / AMBER LED STEP LIGHT / TURTLE FRIENDLY / CENTERED IN FUSEE	3.9	85.8
	65	SL	CBMC DL12042 / AMBER LED RAIL LIGHT / TURTLE FRIENDLY / 3'-6" AFF	2	170
	5	SL-0	DL151312 / 24" 60W REMOTE DRIVER / NEMA SR BOX	2	12
	8	SL4	DL16357 / LED POLE LIGHT / TURTLE FRIENDLY / 12' AFF POLE DL16358	19.8	158.4
	9	X13	CBMC DL12543-42 / 42" AMBER LED BOLLARD / TURTLE FRIENDLY / TYPE II OPTIC	39	351
	18	X5	DL153512 / 4" AMBER LED STRIP / TURTLE FRIENDLY / DIRECT MOUNT	34.43	619.74
	5	XW	DL115425 / WET LOCATION LED EXIT SIGN / 8'-0" AFF	4	24
	501	501	DL116315 / 0-10V DIMMING SWITCH		
	502	502	DL12556 / UNIVERSAL PHASE DIMMING SWITCH		
	5	501	DL12507 / SINGLE SWITCH PLATE		
	1	501	DL12508 / THREE SWITCH PLATE		
	1	505	DL12504 / FIVE SWITCH PLATE		
	3	SLV	DL116489 / RELAY PANEL MOMENTARY OVER-RIDE SWITCH		
	5	505	DL17004 / DUAL TECH OCCUPANCY SENSOR / WALL SWITCH		
	1	LCP	DL125476 / 16 X 20 AMP RELAY LIGHTING CONTROL PANEL		
	1	LCP-4B	DL60151-LB / RELAY PANEL LOGIC BOARD		
	7	OS	DL41002 / DUAL TECH CEILING OCCUPANCY SENSOR		
	4	PP1	DL11003 / POWER PACK 20A / 120-277V		
	1	PP2	DL126495 / PLUG LOAD POWER PACK 20A / 120V		
	7	ULB24	DL106633 / DIMMING BYPASS RELAY		
	2	INV1	DL14040 / 600W LIGHTING INVERTER		
	1	INV2	DL119316 / 220W LIGHTING INVERTER		

National Lighting Program Vendor
For pricing and technical assistance contact:
CBMC INC
317-626-1590
Pete Miller - Program Manager - pmiller@cbmcinc.com
Jennifer Karesh - Project Manager - jkaresh@cbmcinc.com
William Proctor - Project Engineer - wproctor@cbmcinc.com

DRAWING INDEX:

E00: LIGHTING PLAN & SCHEDULES
E01: RENDERINGS
E02: SITE LIGHTING PHOTOMETRY
E03: LOWER LEVEL AND KITCHEN PHOTOMETRY
E04: FIRST LEVEL DINING AND BAR PHOTOMETRY
E05: LIGHTING CONTROLS PLAN AND DETAILS
E06: LIGHT FIXTURE MOUNTING DETAILS
E07: EMERGENCY LIGHTING PHOTOMETRY

The Tiki Restaurant and Bar Lighting Plan & Schedule

65 North Beach Road, Dania Beach, FL 33004

Scale:	NTS	Project No:	02131-R2	Revision
Date:	1/19/23	Drawing No:		
Drawn By:	WP			
Checked By:	PM / JK			

E00 3

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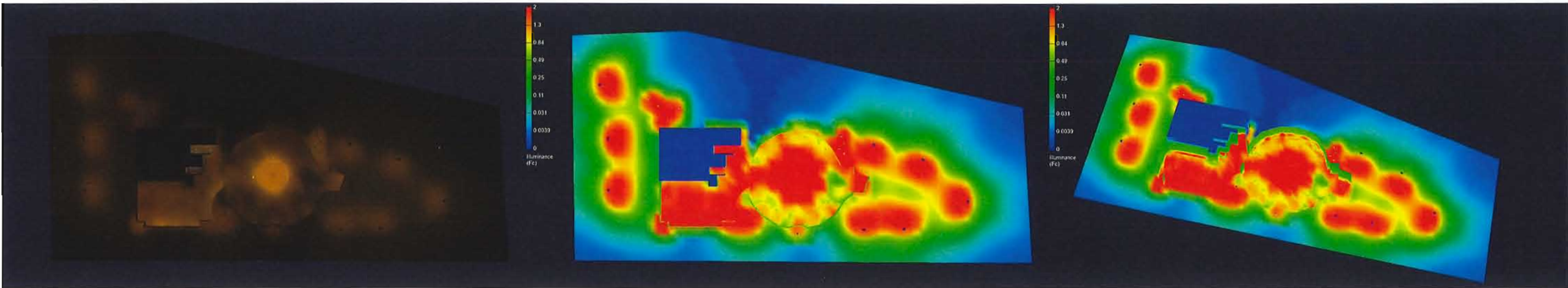
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SEE MORE
QR CODE

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Contractor to check and verify all dimensions on site before commencing any work shown.

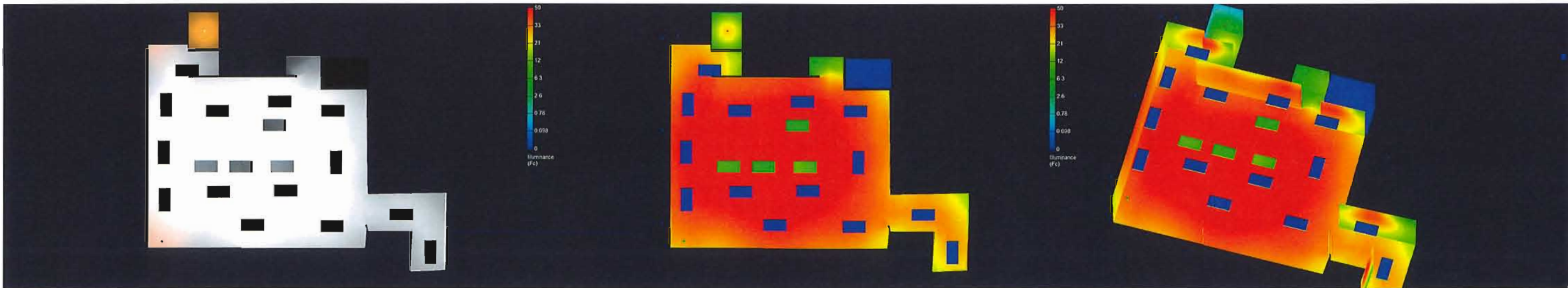
RCC ASSOCIATES
GENERAL CONTRACTOR



1 MAIN DINING LEVEL AND SITE LIGHTING RENDERING
NOT TO SCALE

2 MAIN DINING LEVEL AND SITE LIGHTING PSUEDO COLOR RENDERING
NOT TO SCALE

3 MAIN DINING LEVEL AND SITE LIGHTING PSUEDO COLOR ISO RENDERING
NOT TO SCALE



4 KITCHEN RENDERING
NOT TO SCALE

5 KITCHEN PSUEDO COLOR RENDERING
NOT TO SCALE

6 KITCHEN PSUEDO COLOR ISO RENDERING
NOT TO SCALE

National Lighting Program Vendor
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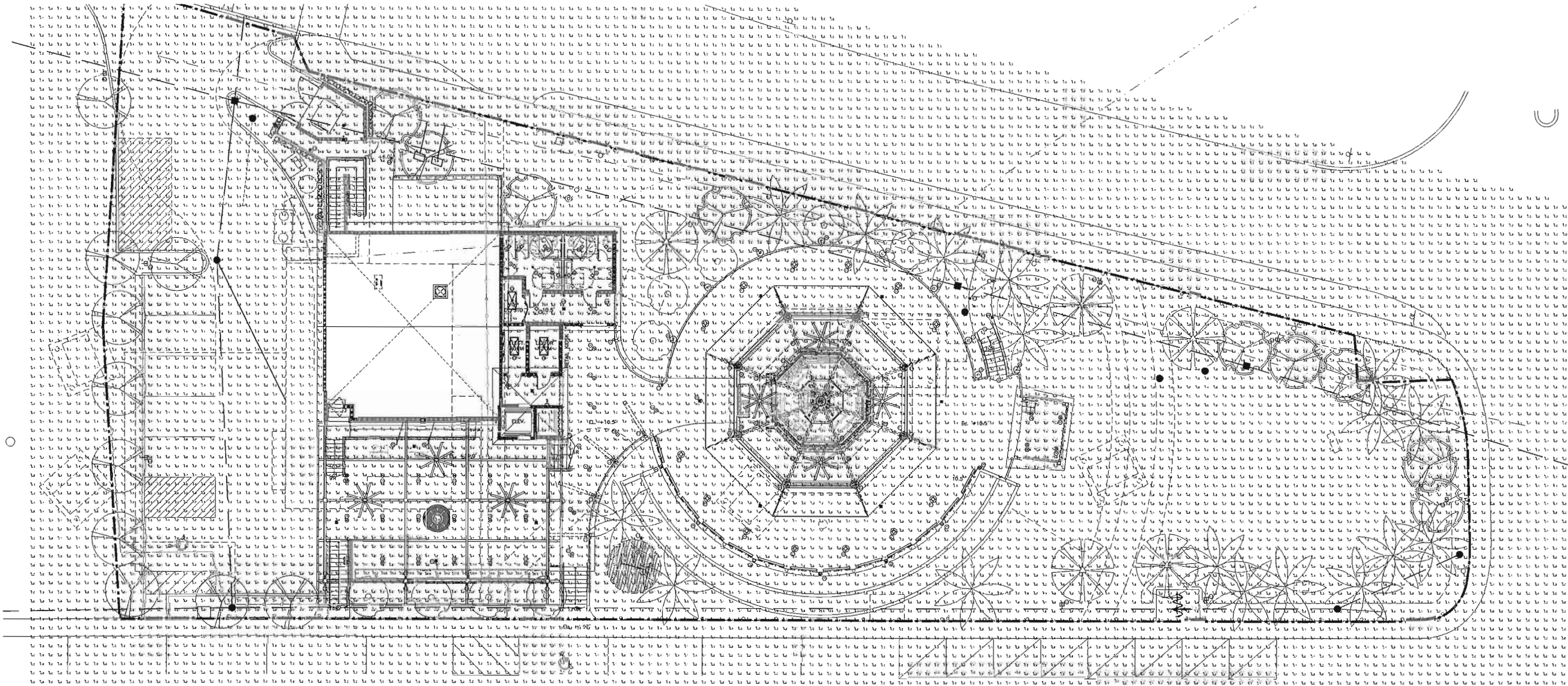
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**The Tiki Restaurant and Bar
Renderings**
65 North Beach Road, Dania Beach, FL 33004

Scale:	NTS	Project No:	0215146	Revision
Date:	1/19/23	Drawing No:		
Drawn By:	WP		E01	3
Checked By:	PM / JK			



1 **OUTDOOR LIGHTING PLAN**
SCALE: 3/32" = 1'-0" (24 x 36 sheet)

Footcandle Schedule		
Location	Footcandle	Notes
ELECTRIC ROOM	10	
EMPLOYEE TOILET	20	
GARAGE - LOWER LEVEL	10	
GYMNASIUM STORAGE ROOM	10	
KITCHEN	40	
LOBBY	20	
MEETING ROOM	20	
OFFICE	20	
RESTROOM	20	
RECEPTION	20	
STORAGE	10	
TOILET	20	
TRUCK	10	

- LIGHTING NOTES:**
- See light fixture schedule for mounting heights.
 - Pole mounted light fixtures are 12' A.F.F. maximum height including concrete mounting base. Pole fixtures are shielded from beach view.
 - LED Light sources are amber color between 560 and 640 nanometers in wavelength.
 - Footcandle values are calculated 2'-6" A.F.F.
 - Footcandle values are calculated at initial light loss level.
 - All exterior building mounted fixtures are 100% downlight with no light above 90 degrees nadir or concealed in coves or niches and mounting channels when located under counters.

National Lighting Program Vendor
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Jennifer Karesh-Project Manager- jkaresh@cbmcinc.com
William Proctor - Project Engineer- wproctor@cbmcinc.com

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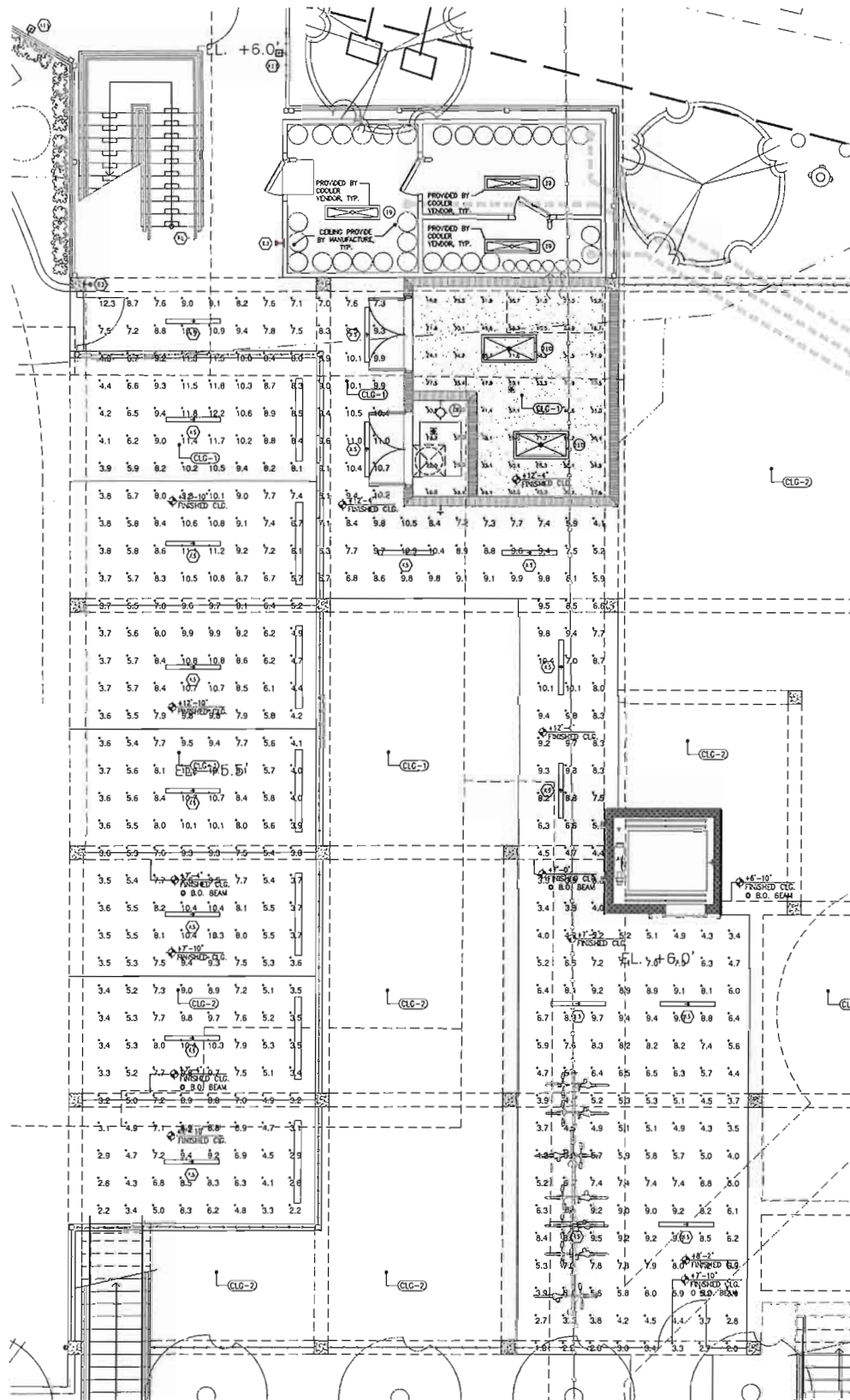
SEE MORE

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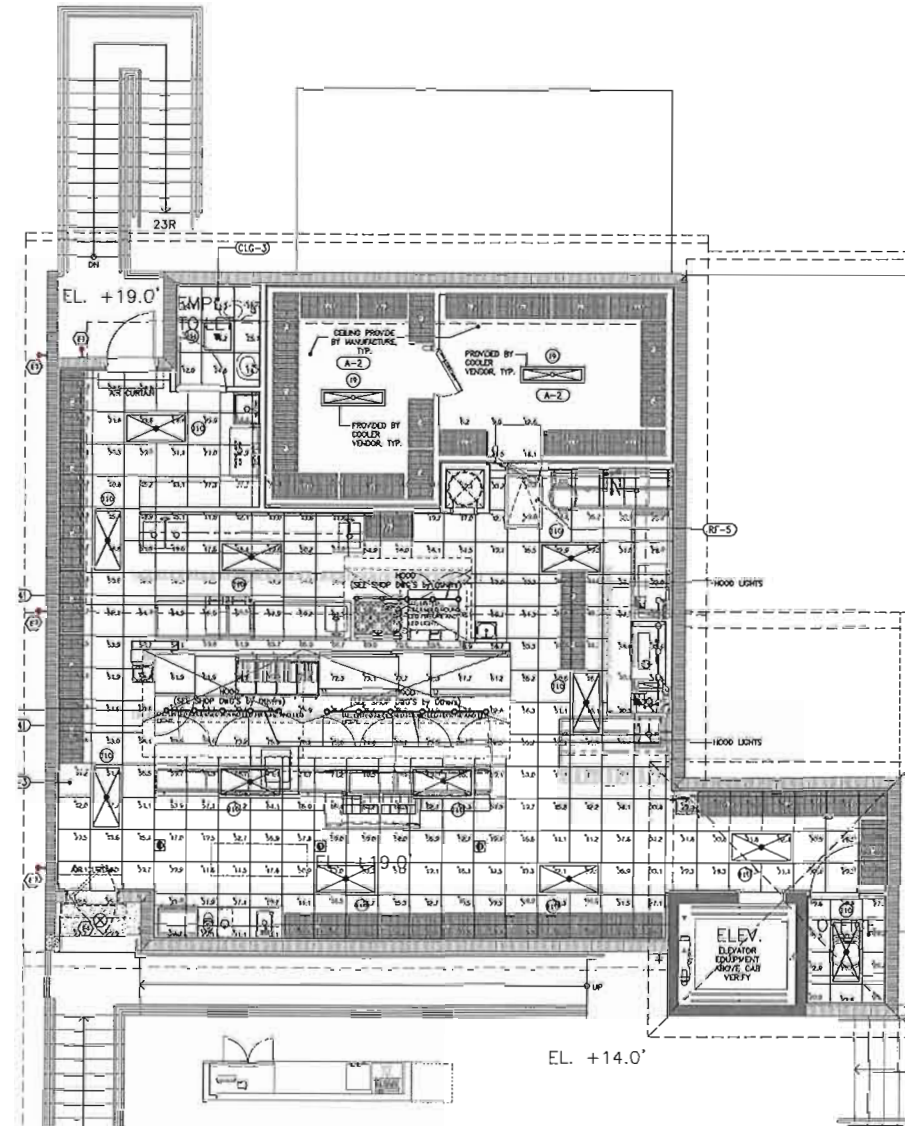
Contractor to check and verify all dimensions on site before commencing any work shown.



The Tiki Restaurant and Bar Site Lighting Photometry			
65 North Beach Road, Dania Beach, FL. 33004			
Scale:	NTS	Project No:	02191-RJ
Date:	1/19/23	Drawing No:	
Drawn By:	WP		
Checked By:	PM / JK		
E02			3



1 GARAGE AND LOWER LEVEL LIGHTING PLAN
SCALE: 1/8" = 1'-0" (24 x 36 sheet)



1 KITCHEN LIGHTING PLAN
SCALE: 1/8" = 1'-0" (24 x 36 sheet)

Room	Footcandle	Area
ELECTRIC ROOM, Workplane	Fe	40.65
EMPLOYEE TOILET, Workplane	Fe	10.32
BAR/RAIL - LOWER LEVEL	Fe	7.04
BAR/RAIL STORAGE ROOM, Workplane	Fe	14.19
KITCHEN, Bar	Fe	45.37
LOCKER ROOM, Workplane	Fe	26.84
WIPER CLOSET, Workplane	Fe	19.20
OFFICE, Workplane	Fe	6.00
RESTROOM - MEN, Workplane	Fe	23.32
RESTROOM - WOMEN, Workplane	Fe	21.20
SEITE AND OUTDOOR PATIOS	Fe	1.27
COVERED PATIO	Fe	5.49
DRINK - OUTSIDE TUB BAR	Fe	2.09
OUTDOOR EVENT SPACE - LAWN	Fe	1.42
PARKING LOT	Fe	1.09
PLAYGROUND	Fe	2.40
STAIRS	Fe	6.31
TUB BAR	Fe	15.19

LIGHTING NOTES:

- See light fixture schedule for mounting heights.
- Pole mounted light fixtures are 12' A.F.F. maximum height including concrete mounting base. Pole fixtures are shielded from beach view.
- LED Light sources are amber color between 560 and 640 nanometers in wavelength.
- Footcandle values are calculated 2'-6" A.F.F.
- Footcandle values are calculated at initial light loss level.
- All exterior building mounted fixtures are 100% downlight with no light above 90 degrees nadir or concealed in coves or niches and mounting channels when located under counters.

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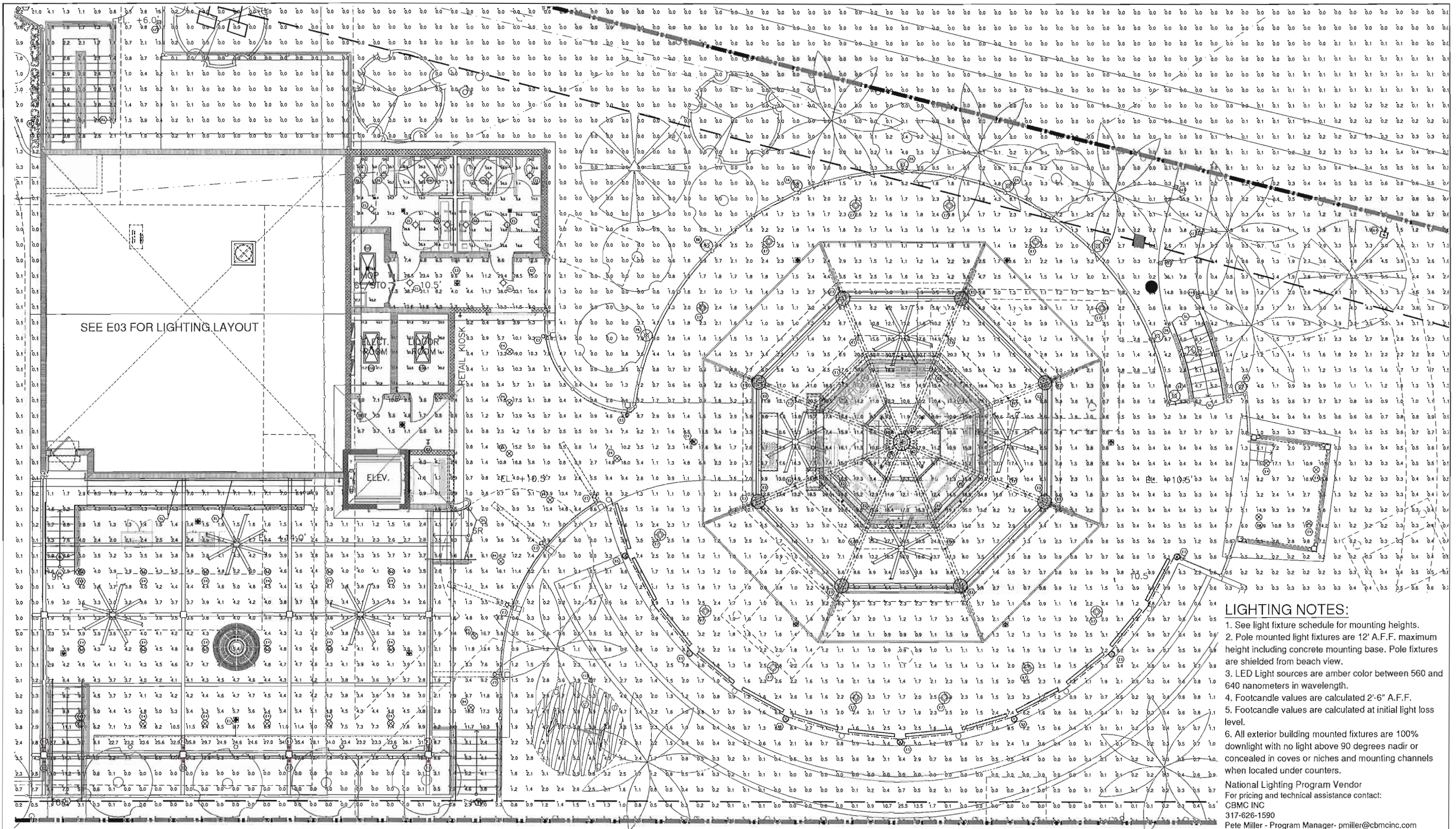


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Contractor to check and verify all dimensions on site before commencing any work shown.



The Tiki Restaurant and Bar Lower Level & Kitchen Photometry			
65 North Beach Road, Dania Beach, FL. 33004			
Scale:	NTS	Project No:	0819140
Date:	1/19/23	Drawing No:	
Drawn By:	WP		
Checked By:	PM / JK		
E03			3



- LIGHTING NOTES:**
1. See light fixture schedule for mounting heights.
 2. Pole mounted light fixtures are 12' A.F.F. maximum height including concrete mounting base. Pole fixtures are shielded from beach view.
 3. LED Light sources are amber color between 560 and 640 nanometers in wavelength.
 4. Footcandle values are calculated 2'-6" A.F.F.
 5. Footcandle values are calculated at initial light loss level.
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 Pete Miller - Program Manager- pmiller@cbmcinc.com
 Jenniler Karesh-Project Manager - karesh@cbmcinc.com
 William Proctor - Project Engineer - wproctor@cbmcinc.com

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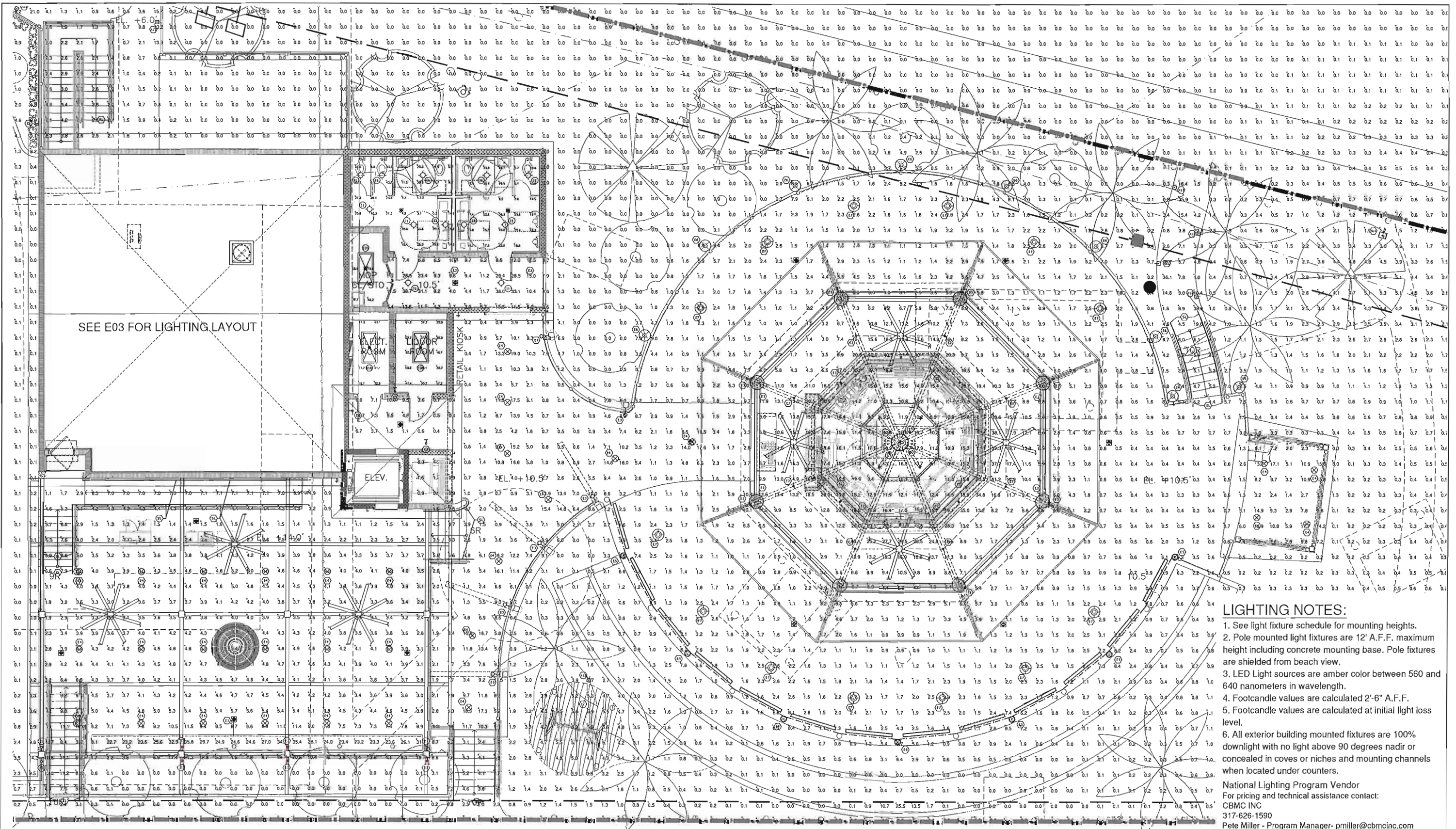
Contractor to check and verify all dimensions on site before commencing any work shown.



The Tiki Restaurant and Bar
Dining and Bar Photometry
 65 North Beach Road, Dania Beach, FL. 33004

Scale:	NTS/Project No:	0213183	Revision
Date:	1/19/23	Drawing No:	
Drawn By:	WP		
Checked By:	PM/JK		

E04 **3**



- LIGHTING NOTES:**
1. See light fixture schedule for mounting heights.
 2. Pole mounted light fixtures are 12' A.F.F. maximum height including concrete mounting base. Pole fixtures are shielded from beach view.
 3. LED Light sources are amber color between 560 and 640 nanometers in wavelength.
 4. Footcandle values are calculated 2'-6" A.F.F.
 5. Footcandle values are calculated at initial light loss level.
 6. All exterior building mounted fixtures are 100% downlight with no light above 90 degrees nadir or concealed in coves or niches and mounting channels when located under counters.

National Lighting Program Vendor
For pricing and technical assistance contact:
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Jennifer Karesh-Project Manager - jkaresh@cbmcinc.com
William Proctor - Project Engineer - wproctor@cbmcinc.com

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Contractor to check and verify all dimensions on site before commencing any work shown.

RCC ASSOCIATES

GENERAL CONTRACTOR

The Tiki Restaurant and Bar
Dining and Bar Photometry
65 North Beach Road, Dania Beach, FL. 33004

Scale:	NTS	Project No:	(2023)43	Revision
Date:	1/19/23	Drawing No:		
Drawn By:	WP			
Checked By:	PM / JK			

E04 **3**

Standard relay information
Qty 16 - 20 amp 120/277VAC single pole relays per card
Available normally open
Individual status LED manual overrides
10 AWG maximum wire size
10 million operations
10 year warranty

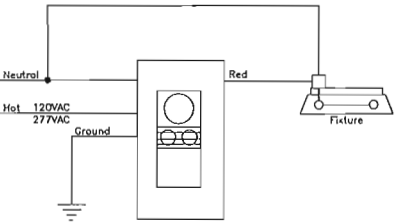
Lighting control panel power supply:
120/277VAC double tap transformer standard

Photocell
for On/Off control

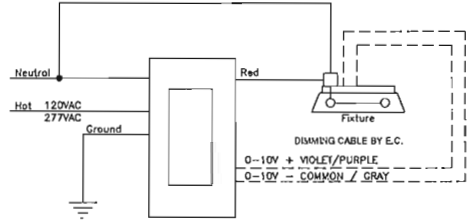
Low Voltage
wiring compartment

Relay Schedule:
Line
965W Load Lower Level ES Lighting : relay 5
Line
420W Load Lower Level Storage Lighting : relay 10
Line
Spare
Line
Spare
Line
Spare
Line
Spare
Line
Spare

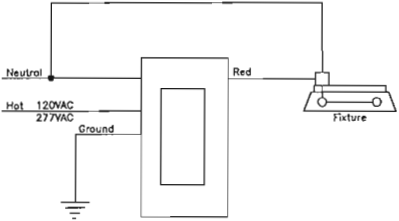
High Voltage
wiring compartment
The voltage separation barrier and
logic board are removed for clarity.



\$OS : WALL SENSOR

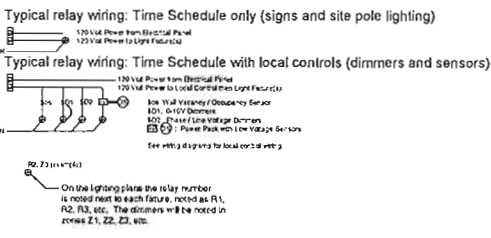


\$D1: 0-10V DIMMER

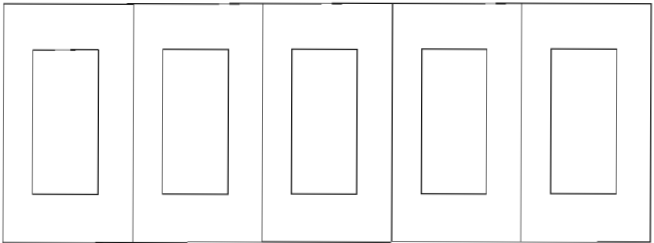


\$D2: PHASE DIMMER

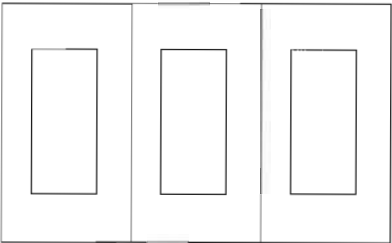
Two 2-wire maintained switches provided for
all on/off control of interior lighting.
One 2-wire momentary switch provided for 2
hour over-ride of exterior lighting and signs
which will also have a time schedule with
photocell over-ride. Adjust photocell sensitivity
to work on heavy over-cast days. See user
manual for wiring and programming. Verify
switch locations with owner.



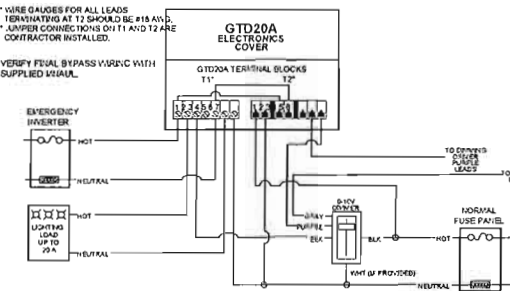
DINING AREA DIMMER BANK



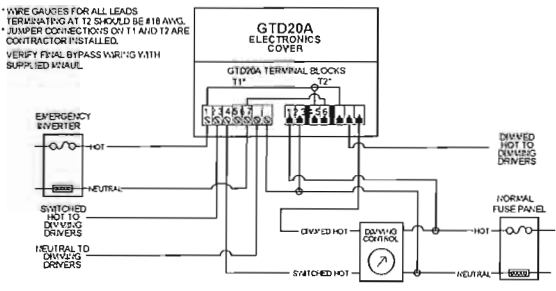
TIKI BAR DIMMER BANK



OFFICE CONTROLS: WALL DIMMER, CEILING SENSOR and PLUG LOAD CONTROL



UL924 Dimming Bypass : 0-10V Dimming System



UL924 Dimming Bypass: Phase Dimming System

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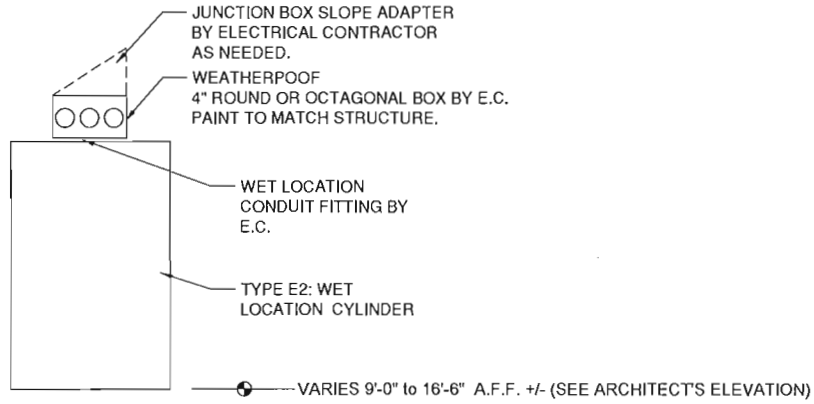


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Jennifer Karesh - Project Manager - jkaresh@cbmcinc.com
William Proctor - Project Engineer - wproctor@cbmcinc.com

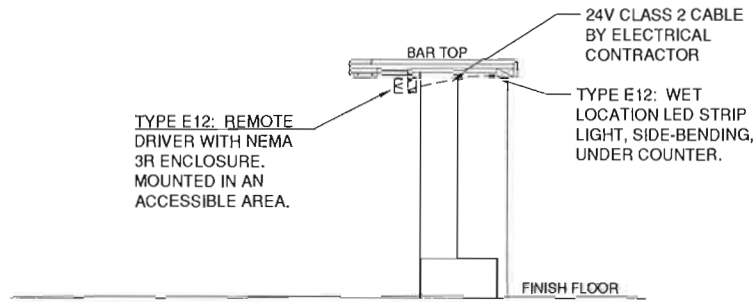
The Tiki Restaurant and Bar
Lighting Controls

65 North Beach Road, Dania Beach, FL. 33004

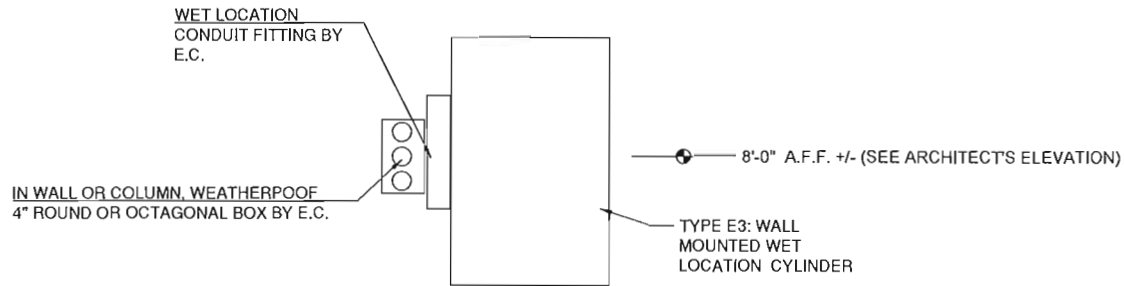
Scale:	NTS	Project No:	02135-03	Revision
Date:	1/19/23	Drawing No:		
Drawn By:	WP		E05	3
Checked By:	PM / JK			



TYPE E2 MOUNTING DETAIL:
NO SCALE



TYPE E12 MOUNTING DETAIL:
NO SCALE



TYPE E3 MOUNTING DETAIL:
NO SCALE

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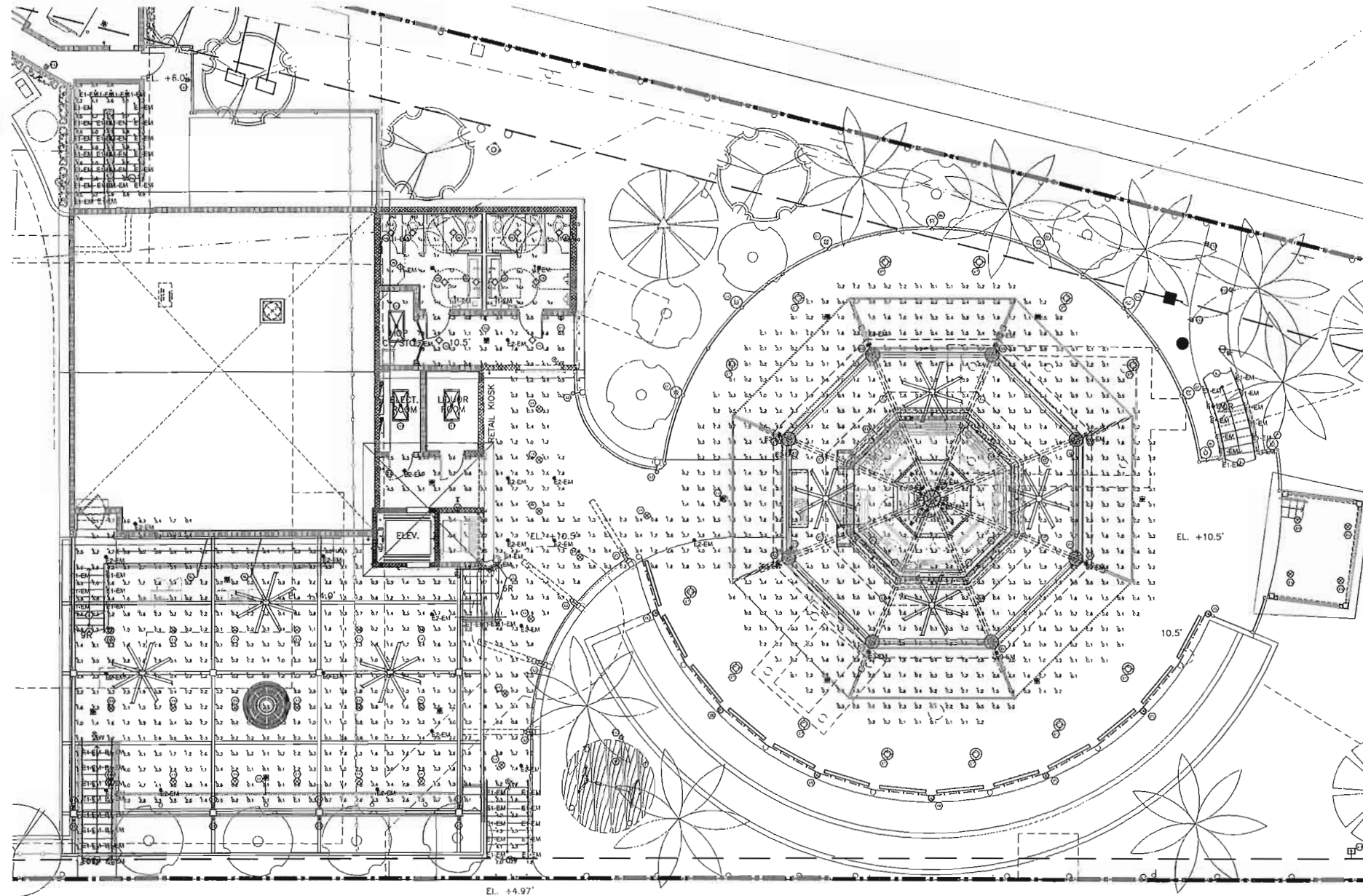
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RCC ASSOCIATES
GENERAL CONTRACTORS

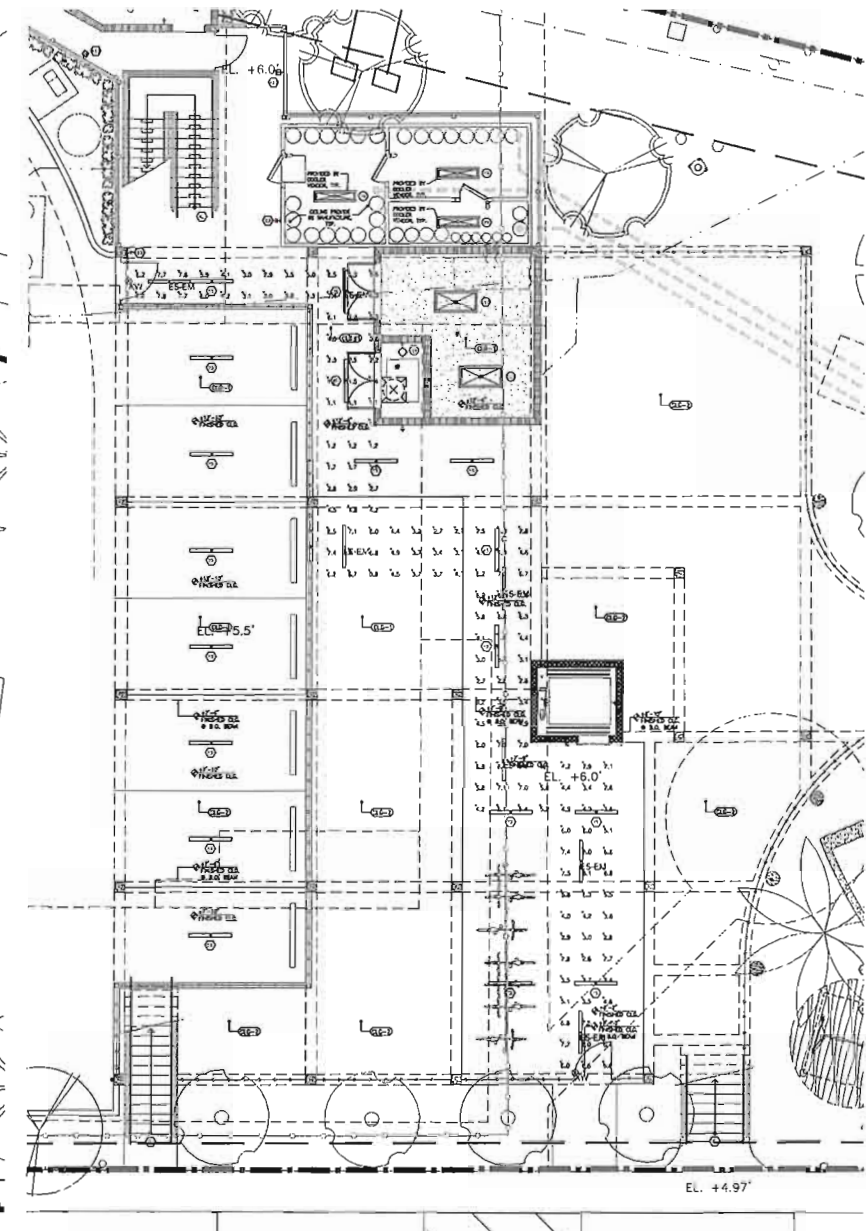
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The Tiki Restaurant and Bar
Light Fixture Details
65 North Beach Road, Dania Beach, FL, 33004

Scale:	NTS	Project No:	02125-RS	Revision
Date:	1/19/23	Drawing No:	E06	3
Drawn By:	WP			
Checked By:	PM / JK			



1 **DINING LEVEL EMERGENCY LIGHTING PHOTOMETRY**
SCALE: 1/8" = 1'-0" (24 x 36 sheet)



2 **LOWER LEVEL EMERGENCY LIGHTING PHOTOMETRY**
SCALE: 1/8" = 1'-0" (24 x 36 sheet)

Footcandle Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
GARAGE - LOWER LEVEL	Fc	4.73	8.4	1.0	4.73	8.40
KITCHEN - Workplane	Fc	12.53	31.0	2.2	5.70	14.09
RESTROOM - MENS - Workplane	Fc	13.61	30.1	1.1	12.37	27.26
RESTROOM - WOMENS - Workplane	Fc	14.74	27.7	2.2	5.70	12.59
OUTDOOR DINING	Fc	1.25	3.9	0.1	12.50	36.00
STAIRS	Fc	3.06	4.3	1.7	1.79	2.53
TQ BAR_1	Fc	3.55	11.8	0.5	7.10	23.60

EMERGENCY LIGHTING INVERTER LOADS					
Symbol	Qty	Label	Lum. Wats	Total Wats	
⊕	76	E1-EM	2	156	INV1-A
⊕	29	E2-EM	8.5	195.5	INV1-A
⊕	14	E3-EM	8.5	119	INV1-A
⊕	7	E5-EM	34.43	241.01	INV1-B
⊕	6	I1-EM	20.7	142.2	INV2
⊕	7	I9-EM	48	302	INV1-D

EGRESS LIGHTING PATHS:
1. The dashed line shown below represents an assumed path of egress used for emergency lighting.

2. Electrical engineer is advised to coordinate final egress routes with the architect.

EMERGENCY LIGHTING NOTES:
1. Footcandle values are maintained with a .90 light loss factor and calculated at finish floor per NFPA 101 7.9.2.1.1

National Lighting Program Vendor
For pricing and technical assistance contact:
CBMC INC
317-626-1590
Pete Miller - Program Manager - pmiller@cbmcinc.com
Jennifer Karesh - Project Manager - jkaresh@cbmcinc.com
William Proctor - Project Engineer - wproctor@cbmcinc.com

All electrical work shall comply with National, State, and Local codes including and not limited to the National Electric Code, NFPA 101 Life Safety Code, ASHREA and/or IECC Energy Codes.

The information contained in this document is proprietary to CBMC Lighting Solutions. This document is prepared for a specific site and incorporates calculations based on data available from the client at this time. By accepting and using this document, the recipient agrees to protect its contents from further dissemination, [other than that within the organization necessary to evaluate such specification] without the written permission of CBMC Lighting Solutions. The contents of this document are not to be reproduced or copied in whole or in part without the written permission of CBMC Lighting Solutions. Copyright © 2023 CBMC Lighting Solutions all rights reserved.

5855 KOPETSKY DR. SUITE G | INDIANAPOLIS, IN 46217
317-780-8350 | WWW.CBMCINC.COM

SEE MORE

This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions in accordance with IESNA approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and LED lumen package, location adjustments, and other variable field conditions.

Contractor to check and verify all dimensions on site before commencing any work shown.

RCC ASSOCIATES
GENERAL CONTRACTOR

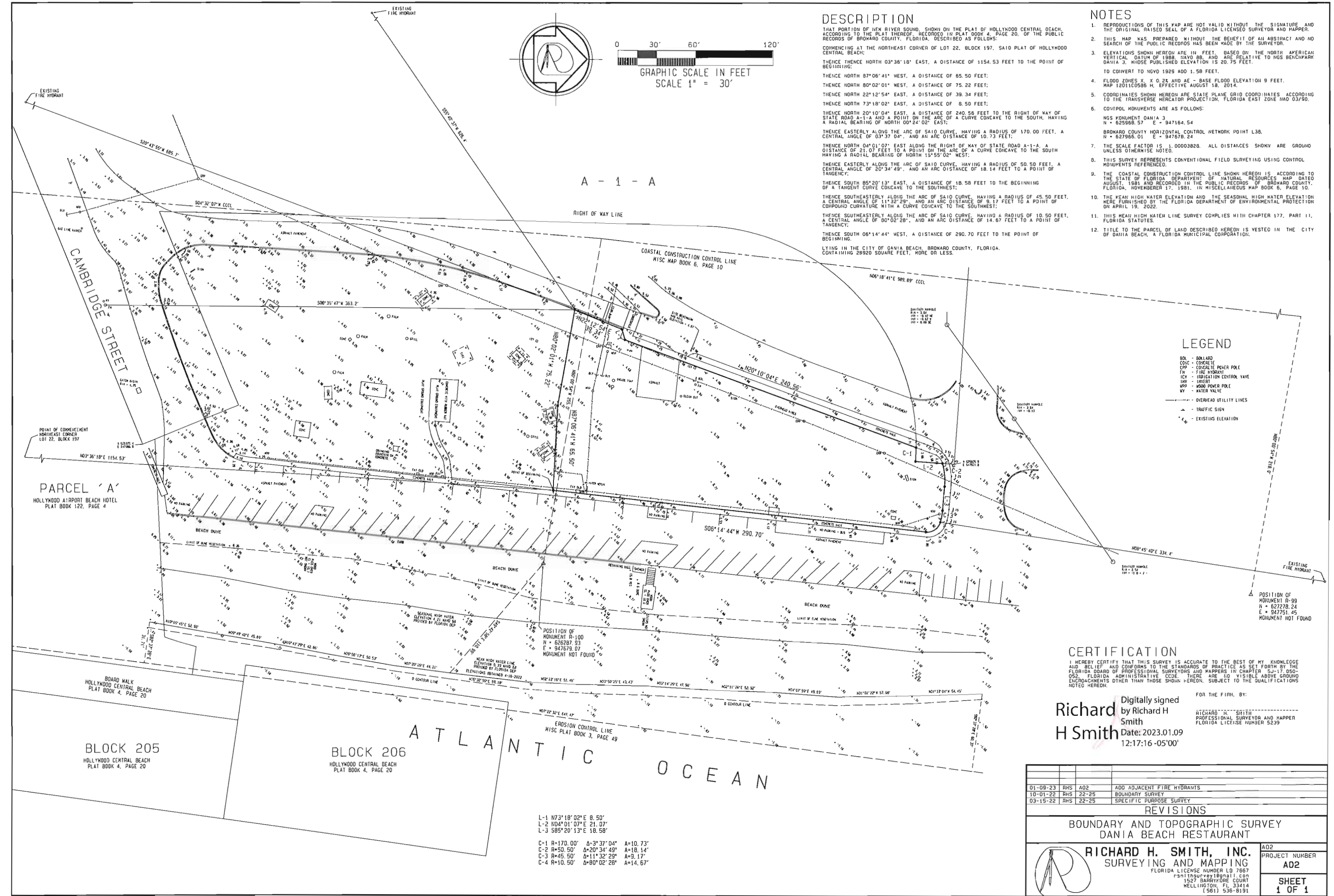
The Tiki Restaurant and Bar
Garage & Lower Level Photometry

65 North Beach Road, Dania Beach, FL 33004

Scale: NTS Project No: (22)3149 Revision
Date: 1/19/23 Drawing No:
Drawn By: WP
Checked By: PM / JK

E7

3



DESCRIPTION

THAT PORTION OF NEW RIVER SOUND, SHOWN ON THE PLAT OF HOLLYWOOD CENTRAL BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, BLOCK 197, SAID PLAT OF HOLLYWOOD CENTRAL BEACH;

THENCE NORTH 03°36'18" EAST, A DISTANCE OF 1154.53 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°06'41" WEST, A DISTANCE OF 65.50 FEET;

THENCE NORTH 80°02'01" WEST, A DISTANCE OF 75.22 FEET;

THENCE NORTH 22°12'54" EAST, A DISTANCE OF 39.34 FEET;

THENCE NORTH 73°18'02" EAST, A DISTANCE OF 8.50 FEET;

THENCE NORTH 20°10'04" EAST, A DISTANCE OF 240.56 FEET TO THE RIGHT OF WAY OF STATE ROAD A-1-A AND A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL BEARING OF NORTH 00°24'02" EAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 03°37'04", AND AN ARC DISTANCE OF 10.73 FEET;

THENCE NORTH 04°01'07" EAST ALONG THE RIGHT OF WAY OF STATE ROAD A-1-A, A DISTANCE OF 21.07 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL BEARING OF NORTH 13°55'02" WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.50 FEET, A CENTRAL ANGLE OF 20°34'49", AND AN ARC DISTANCE OF 18.14 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 85°20'13" EAST, A DISTANCE OF 18.58 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 45.50 FEET, A CENTRAL ANGLE OF 11°32'28", AND AN ARC DISTANCE OF 9.17 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.50 FEET, A CENTRAL ANGLE OF 00°02'28", AND AN ARC DISTANCE OF 14.67 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 06°14'44" WEST, A DISTANCE OF 290.70 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 28920 SQUARE FEET, MORE OR LESS.

NOTES

- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.
- ELEVATIONS SHOWN HEREON ARE IN FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE RELATIVE TO MGS BENCHMARK DANIA 3, WHOSE PUBLISHED ELEVATION IS 20.75 FEET. TO CONVERT TO NGVD 1929 ADD 1.58 FEET.
- FLOOD ZONES X, X 0.2% AND AE - BASE FLOOD ELEVATION 9 FEET. MAP 12011C0586 H, EFFECTIVE AUGUST 18, 2014.
- COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATES, ACCORDING TO THE TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE NAD 83/90.
- CONTROL MONUMENTS ARE AS FOLLOWS:
NGS MONUMENT DANIA 3
N = 625968.57 E = 947164.54
BROWARD COUNTY HORIZONTAL CONTROL NETWORK POINT L38
N = 627968.01 E = 947678.24
- THE SCALE FACTOR IS 1.00003828. ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED.
- THIS SURVEY REPRESENTS CONVENTIONAL FIELD SURVEYING USING CONTROL MONUMENTS REFERENCED.
- THE COASTAL CONSTRUCTION CONTROL LINE SHOWN HEREON IS, ACCORDING TO THE STATE OF FLORIDA, DEPARTMENT OF NATURAL RESOURCES, MAP DATED AUGUST, 1981 AND RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, NOVEMBER 17, 1981, IN MISCELLANEOUS MAP BOOK 6, PAGE 10.
- THE MEAN HIGH WATER ELEVATION AND THE SEASONAL HIGH WATER ELEVATION WERE FURNISHED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON APRIL 19, 2022.
- THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART 11, FLORIDA STATUTES.
- TITLE TO THE PARCEL OF LAND DESCRIBED HEREON IS VESTED IN THE CITY OF DANIA BEACH, A FLORIDA MUNICIPAL CORPORATION.

LEGEND

- BOL - BOLLARD
- CONC - CONCRETE
- COP - CONCRETE POWER POLE
- FH - FIRE HYDRANT
- ICV - INDICATION CONTROL VALVE
- INV - INVERT
- WPP - WOOD POWER POLE
- WV - WATER VALVE
- OVERHEAD UTILITY LINES
- TRAFFIC SIGN
- EXISTING ELEVATION

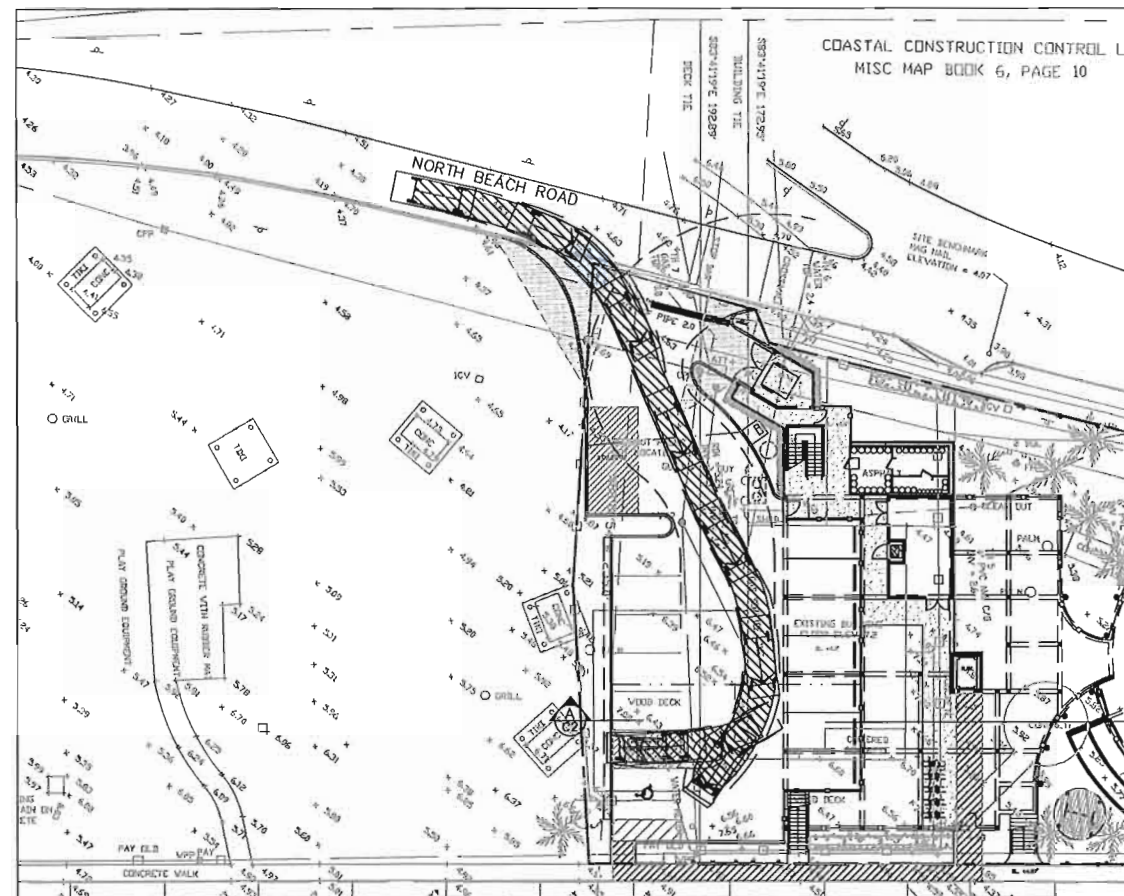
CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS TO THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.050-052, FLORIDA ADMINISTRATIVE CODE. THERE ARE NO VISIBLE ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

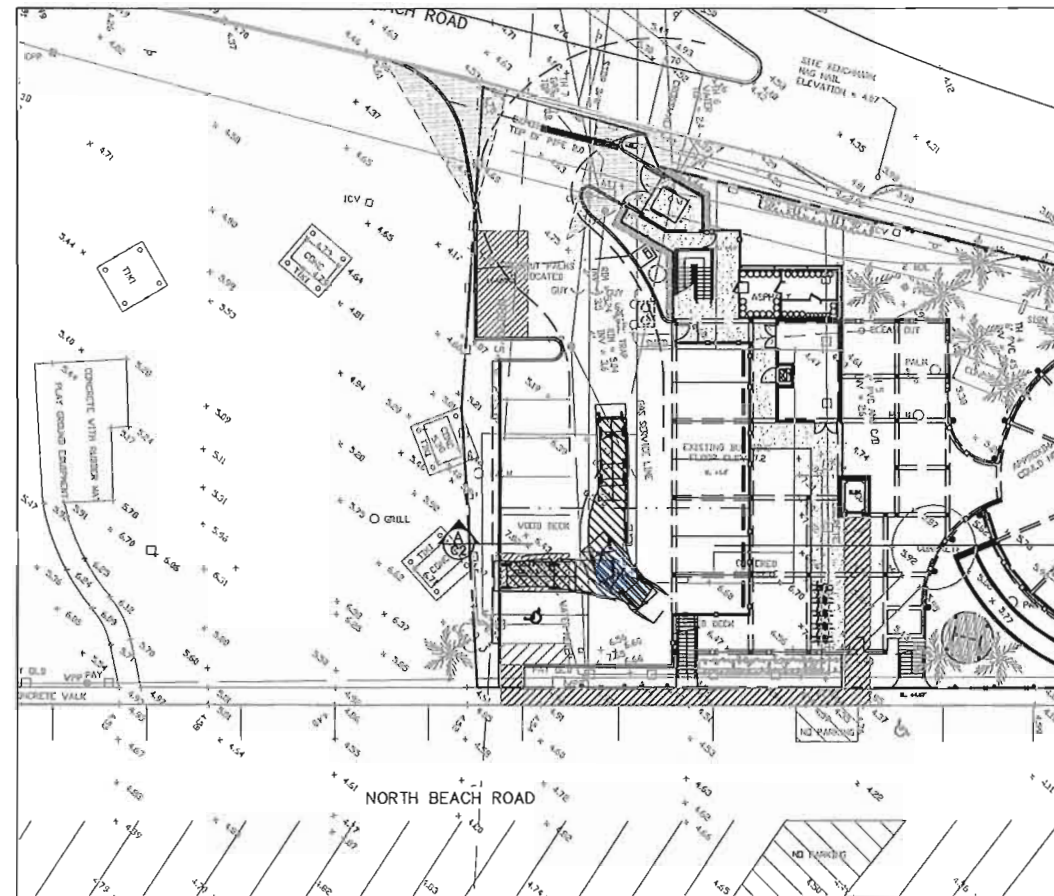
Richard H Smith
Digitally signed by Richard H Smith
Date: 2023.01.09 12:17:16 -05'00'

FOR THE FIRM, BY:
RICHARD H. SMITH
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5239

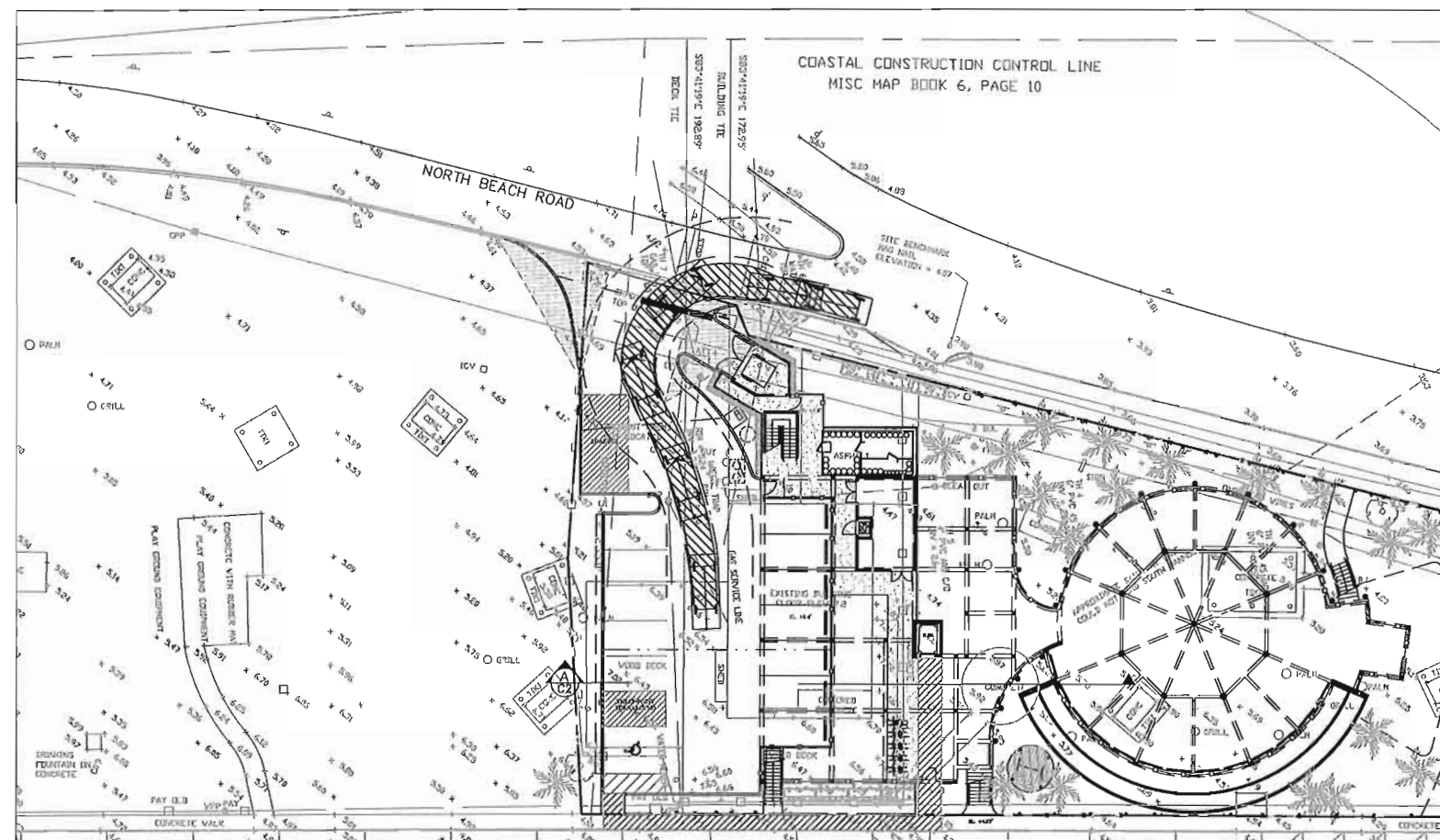
01-09-23	RHS	A02	ADD ADJACENT FIRE HYDRANTS
10-01-22	RHS	22-25	BOUNDARY SURVEY
03-15-22	RHS	22-25	SPECIFIC PURPOSE SURVEY
REVISIONS			
BOUNDARY AND TOPOGRAPHIC SURVEY			
DANIA BEACH RESTAURANT			
RICHARD H. SMITH, INC.			A02
SURVEYING AND MAPPING			PROJECT NUMBER
FLORIDA LICENSE NUMBER L0 7667			A02
rsnithsurvey@gmail.com			SHEET
1527 BARRYMORE COURT			1 OF 1
WELLINGTON, FL 33414			
(561) 536-8191			



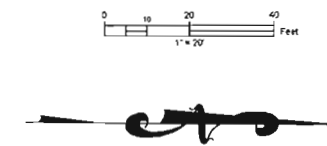
PASSENGER CAR DRIVING IN



PASSENGER CAR TURN AROUND

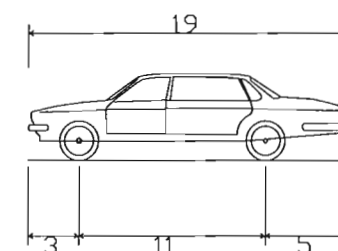


PASSENGER CAR EXITING THE PROPERTY



LEGEND

- FORWARD GEAR
- REVERSE GEAR
- VEHICLE BODY OUTLINE
- EXTENT OF VEHICLE CHASSIS



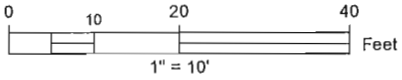
P - Passenger Car
Overall Length 19.000ft
Overall Width 7.000ft
Overall Body Height 5.101ft
Min Body Ground Clearance 1.116ft
Track Width 6.000ft
Lock-to-lock time 4.00s
Curb to Curb Turning Radius 24.000ft

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN DETAILING SCALED DATA.



THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED UPON NAVD 1988

THE TIKI RESTAURANT AND BAR 65 NORTH BEACH ROAD, DANIA BEACH, FL		PASSENGER CAR TURNAROUND DIAGRAM	
Globe Engineering, Inc. Civil Engineering - Land Planning - Construction Management 4800 SW 148 Avenue, Suite 607 Fort Lauderdale, FL 33300 Phone: 954-318-7628 www.civil-engineer.com		MARTIN PILOTE FLORIDA PE LICENSE # 55992	
DESIGNED: MP	DATE:	PROJECT NO:	
DRAWN: DC	01-16-2023	2022-020	
DRAWING NAME:		C-1A	
SHEET NO:		1 OF 1	



LEGEND



FORWARD GEAR



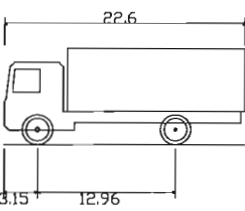
REVERSE GEAR



VEHICLE BODY
OUTLINE



EXTENT OF
VEHICLE CHASSIS



DL-23
Overall Length 22.600ft
Overall Width 8.000ft
Overall Body Height 9.000ft
Min Body Ground Clearance 1.367ft
Track Width 8.000ft
Lock-to-lock time 5.00s
Curb to Curb Turning Radius 29.000ft

VEHICLE PROFILE

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED UPON NAVD 1988

ATTENTION IS DIRECTED TO THE FACT
THAT THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.



THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD, DANIA BEACH, FL

DELIVERY TRUCK TURNAROUND DIAGRAM OPTION - 1

Globe Engineering, Inc.

Civil Engineering - Land Planning - Construction Management

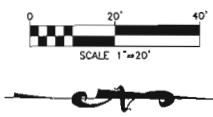
4839 SW 148 Avenue, Suite 507
Fort Lauderdale, FL 33306

Phone: 954-316-7828
www.globe-engineering.com

FLORIDA REGISTRY No. 8804

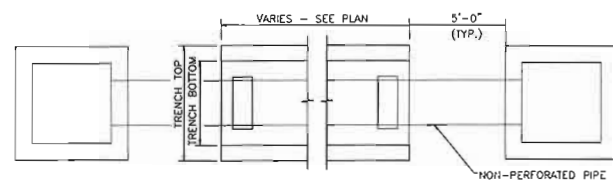
MARTIN PILLOTE
FLORIDA PE LICENSE # 55992

DESIGNED BY:	DATE:
DRAWN BY:	7-25-2022
PROJECT NO:	
2022-020	
DRAWING NAME:	
C-1A	
SHEET NO:	
1 OF 1	

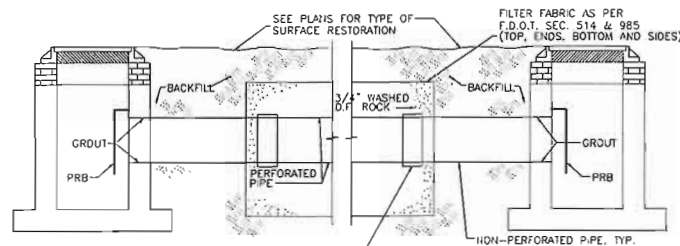


THIS PLAN MAY NOT BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM
BLUM ENGINEERING, INC.
BLUM ENGINEERING, INC.

NOTES:
ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND CAP.
CUT BACK TO FINISHED GRADE UPON COMPLETING THE PROJECT.

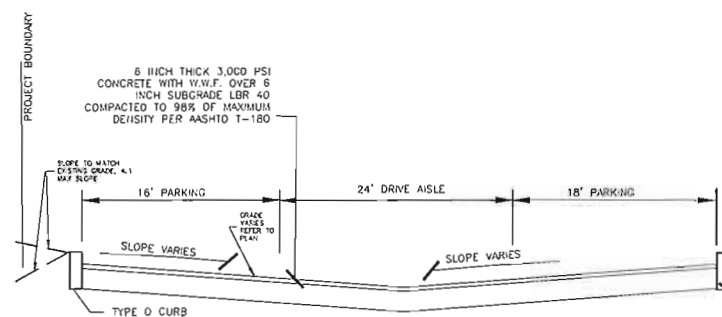


PLAN

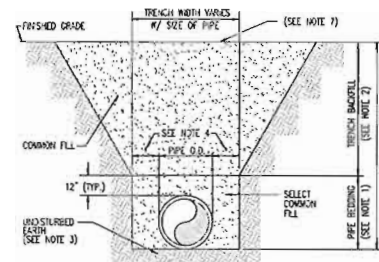


SECTION

TYPICAL EXFILTRATION TRENCH

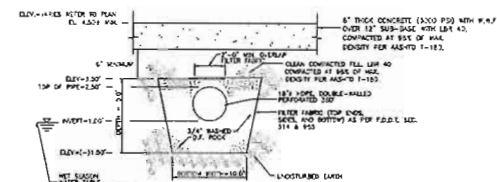


SECTION A-A



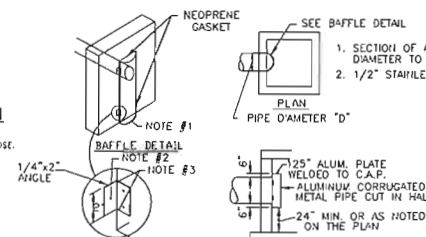
BEDDING AND TRENCHING DETAIL

N.T.S.



TYPICAL PROPOSED EXFILTRATION TRENCH SECTION

NOTE:
1. TOP OF TRENCH WIDTH MAY BE GREATER THAN BOTTOM WIDTH DUE TO THE SOIL'S ANGLE OF REPOSE
2. ELEVATION SHOWN ARE IN NAD 83
3. S-DRAWING MAY BE REQUIRED, INCLUDE PRICE IN BID.



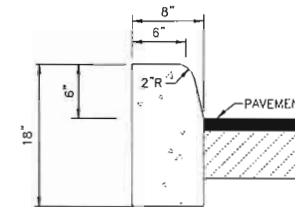
BRACKET DETAIL ELEVATION

POLLUTION RETARDANT BAFFLE

NOTES:

1. CONTRACTOR TO VERIFY THAT BAFFLE WILL FIT STRUCTURE I.D.
2. BAFFLE REQUIRED AT CATCH BASIN CONNECTED DIRECTLY TO PROPOSED DRAINFIELD
3. PROVIDE NEOPRENE GASKET ON SIDES AND TOP.
4. PROVIDE SHOP DRAWINGS PRIOR TO ORDERING.

D	BAFFLE DIA
12"	15"
12"	18"
18"	24"
24"	30"
30"	36"
36"	42"

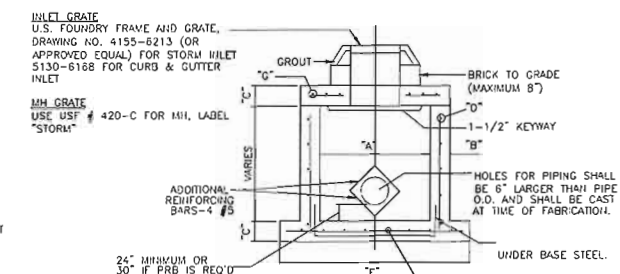


TYPE D CURB
N.T.S.

CURBS

NOTES:

1. CONTRACTION JOINTS SHALL BE AS PER FDOT INDEX 300
2. EXPANSION JOINTS SHALL BE AS PER SECTION 520 OF THE FDOT STANDARD SPECIFICATIONS



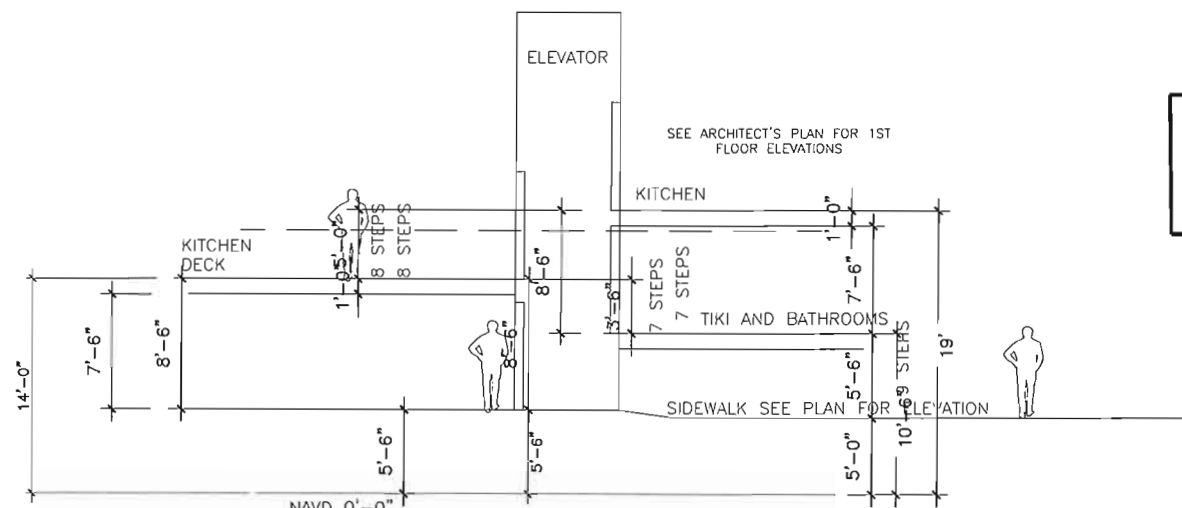
SECTION

"A"	"B"	"C"	"D"	"E"	"F"	"G"
4' x 4'	8"	8"	#5@12"CCEW	#5@12"CCEW	7'-4" Ø	#5@8"CCEW

PRECAST CATCH BASIN - TYPE "C"

NOTES:

1. REINFORCING STEEL TO BE PER ASTM C-478
2. GRADE 40 STEEL OR GREATER
3. CONTRACTOR SHALL FOLLOW FOOT INDEX 200, 201 AND 232 FOR STRUCTURE #17, 18, AND 19
4. GROUT INSIDE STRUCTURE BETWEEN TOP SLAB AND WALLS INCLUDING ALL BRICK WORK.



SECTION THRU BUILDING - BY OTHERS (BY THE ARCHITECT)

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED UPON NAVD 1988

CONCEPTUAL PLANS FOR DRC SUBMITTAL
-NOT FOR CONSTRUCTION-
-NOT FOR BID
NOT FOR PERMITTING

ATTENTION IS DIRECTED TO THE FACT
THAT THESE PLANS MAY HAVE BEEN
REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN
OBTAINING SCALED DATA.



THESE DOCUMENTS, BEING A TRADE SECRET, SHALL NOT BE USED BY ANYONE OTHER THAN THE PERSON FOR WHOM THEY WERE PREPARED WITHOUT THE WRITTEN CONSENT OF THE PERSON TO WHOM THEY WERE PREPARED.

Digitally signed by
Martin Pilote
Date: 2022.10.04

DESIGNED: MP		DATE:	
DRAWN: DC		7-26-2022	
PROJECT NO: 2022-020			
DRAWING NAME: C-2			
SHEET NO: C-2 OF 6			

Globe Engineering, Inc.

4839 SW 148 Avenue, Suite 100
Miami, FL 33155
Tel.: 954-318-7828

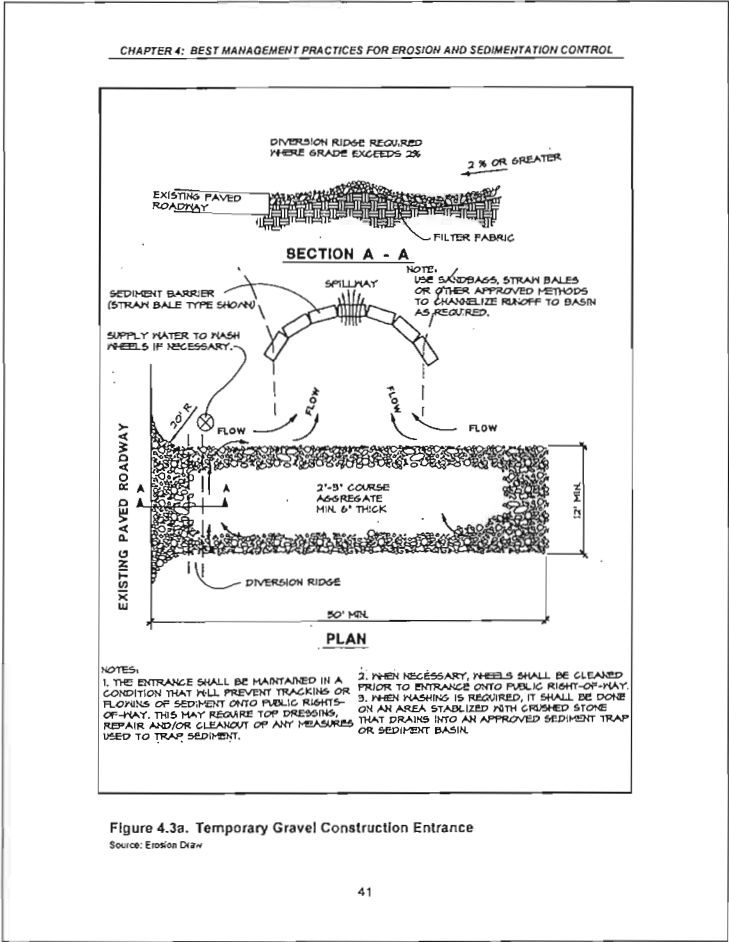
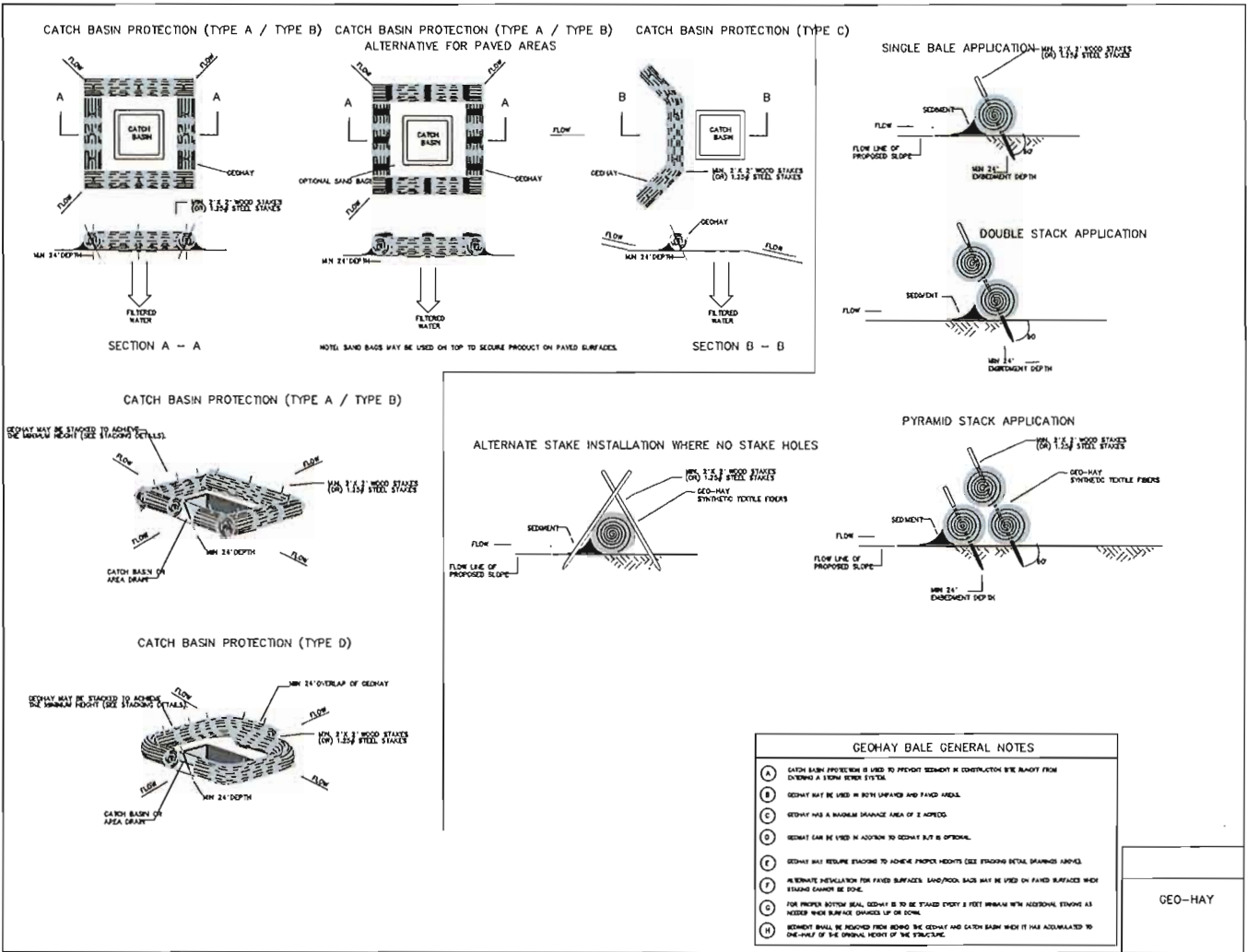
www.civil-engineer.us
Fort Lauderdale, FL 33330
FBPE REGISTRY No. 8604

FBPE REGISTRY No. 8604

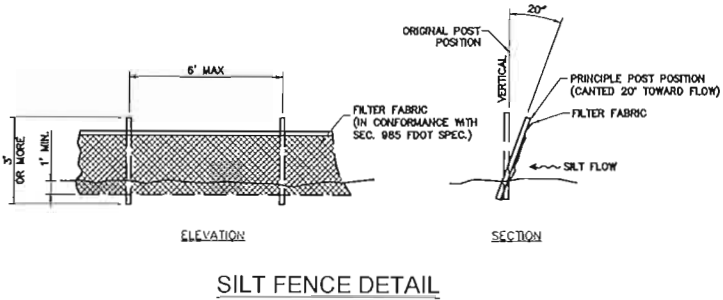
THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD, DANIA BEACH, FL

CIVIL ENGINEERING DETAILS

REVISIONS



- NOTES TO OWNER AND/OR CONTRACTOR:
1. THE CITY AND THE STATE HAVE AN ORDINANCE CONCERNING EROSION AND SEDIMENT CONTROL ON CONSTRUCTION SITES. ALL PROPOSED CONSTRUCTION SITES ARE REQUIRED TO SUBMIT AN EROSION AND SEDIMENTATION CONTROL/SWPPP PLAN INCORPORATING BEST MANAGEMENT PRACTICES (BMP) WHEN GETTING A BUILDING PERMIT. ALL SITES MAY BE PERIODICALLY INSPECTED BY THE CITY AND/OR STATE AND IF BMP ARE NOT IN PLACE, FINES WILL BE IMPOSED UPON THE OWNER AND/OR CONTRACTOR.
 2. AT EACH CATCH BASIN/WHOLE (M.H.), PLACE FILTER FABRIC BETWEEN GRATE/M.H. COVER AND FRAME TO PREVENT SEDIMENT ENTERING THE DRAINAGE SYSTEM.
 3. THE MINIMUM BMP SHOWN ON THIS SHEET MAY NEED TO BE MODIFIED AND/OR INCREASED BY THE OWNER/CONTRACTOR TO COMPLY WITH CITY AND/OR STATE REQUIREMENTS. THE OWNER AND/OR CONTRACTOR SHALL TAKE ANY ACTION NECESSARY TO PREVENT ANY SEDIMENTATION RUNOFF OFF-SITE.
 4. THE OWNER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE DAY TO DAY MANAGEMENT OF THE BMP FOR THIS PROJECT.
 5. THERE ARE SIGNIFICANT PENALTIES FOR NOT IMPLEMENTING A SWPPP AND/OR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.
 6. TOP WAYS FOR THE OWNER AND/OR CONTRACTOR TO AVOID NPDES PHASE II FINES FROM THE FDEP:
 - A. SUBMIT A NOTICE OF INTENT TO THE FDEP BEFORE STARTING WORK.
 - B. OBTAIN AN NPDES PERMIT FROM THE FDEP BEFORE STARTING WORK.
 - C. PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) BEFORE STARTING WORK.
 - D. KEEP A SIGNED COPY OF YOUR SWPPP ON SITE AND UPDATE IT REGULARLY.
 - E. IMPLEMENT ALL PARTS OF YOUR SWPPP THROUGHOUT THE PROJECT.
 - F. PROPERLY TRAIN ALL INVOLVED CONTRACTORS.
 - G. CORRECTLY INSTALL AND MAINTAIN BEST MANAGEMENT PRACTICES.
 - H. INSPECTIONS AND INSPECTION REPORTS MUST OCCUR AT LEAST ONCE A WEEK AND WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER.
 - I. PERFORM TIMELY INSPECTIONS AND CORRECT PROBLEMS WITHIN 24 HOURS.
 - J. MAINTAIN COMPLETE RECORDS OF ALL SWPPP ACTIVITIES.
 - K. NEVER DISCHARGE SEDIMENT AND/OR MUDDY WATER OR OTHER POLLUTANTS FROM THE SITE.
 7. RE-APPLY FOR COVERAGE EVERY FIVE YEARS (IF THE CONSTRUCTION ACTIVITY EXTENDS BEYOND A 5-YEAR PERIOD) OR SUBMIT AN H.O.T. (NOTICE OF TERMINATION) TO THE FDEP TO TERMINATE COVERAGE.
 8. RETENTION OF RECORDS:
 - A. THE PERMITTEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED. THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE FDEP AT ANY TIME.
 - B. THE PERMITTEE SHALL RETAIN A COPY OF THE STORMWATER POLLUTION PREVENTION PLAN REQUIRED BY THIS PERMIT AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.



CALL before you dig.
811 or 1-800-432-4770
or visit
www.call811fla.com

811

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

Digitally signed by
Martin Pilote
Date: 2022.10.04
16:09:26 -04'00'

DESIGNED: MP DATE:
DRAWN: DC 7-25-2022

PROJECT NO:
2022-020

DRAWING NUMBER:
C-3

SHEET NO:
C-3 OF 6

THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD, DANIA BEACH, FL

Globe Engineering, Inc.

Civil Engineering - Land Planning - Construction Management
4839 SW 148 Avenue, Suite 507
Fort Lauderdale, FL 33330
Phone: 954-316-7828
www.civil-engineer.us

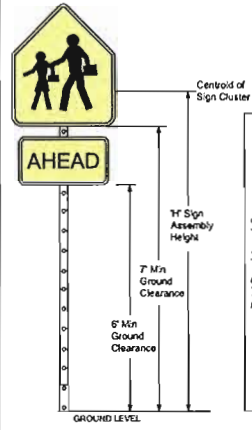
FBPE REGISTRY NO. 8604

FLORIDA PE LICENSE # 55992

REVISIONS

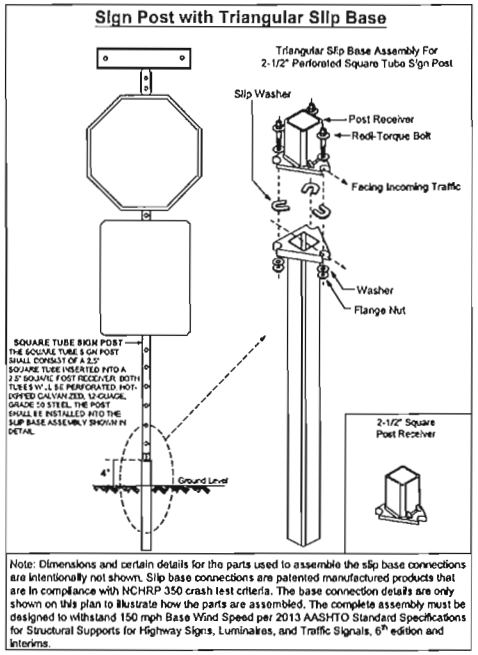
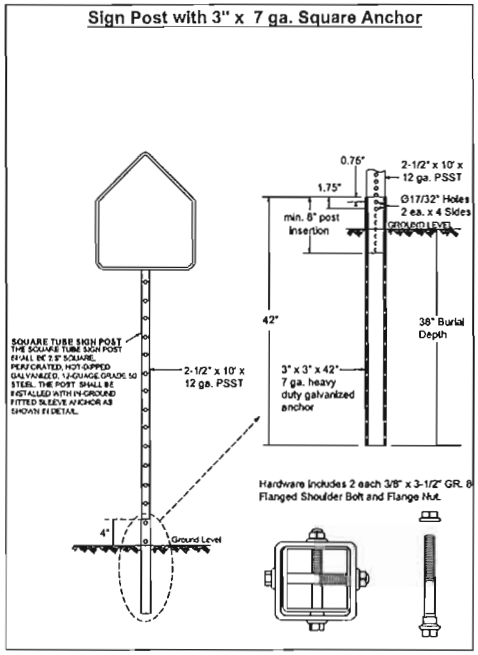
EROSION CONTROL DETAILS

- GUIDE TO USE THIS STANDARD:**
1. Calculate the Total Panel Area and the centroid "C" for an individual sign or a sign cluster.
 2. Determine the height "H" from the groundline for the individual sign or the cluster.
 3. Consult the Post Size Table and find the intersection point.
 4. Design the post and the foundation according to the required Post Size and Assembly Details.



Post Size Table				
1" Sign Assembly Height (H) (measure from ground)				
	8	8.5	9	10
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

*REGARDLESS OF POST SIZE TABLE: IF A SIGN PANEL IS EQUAL TO OR GREATER THAN 4 FEET IN WIDTH, A TWO POST INSTALLATION IS REQUIRED WITH A TRIANGULAR SLIP BASE.



Note: Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and Interims.

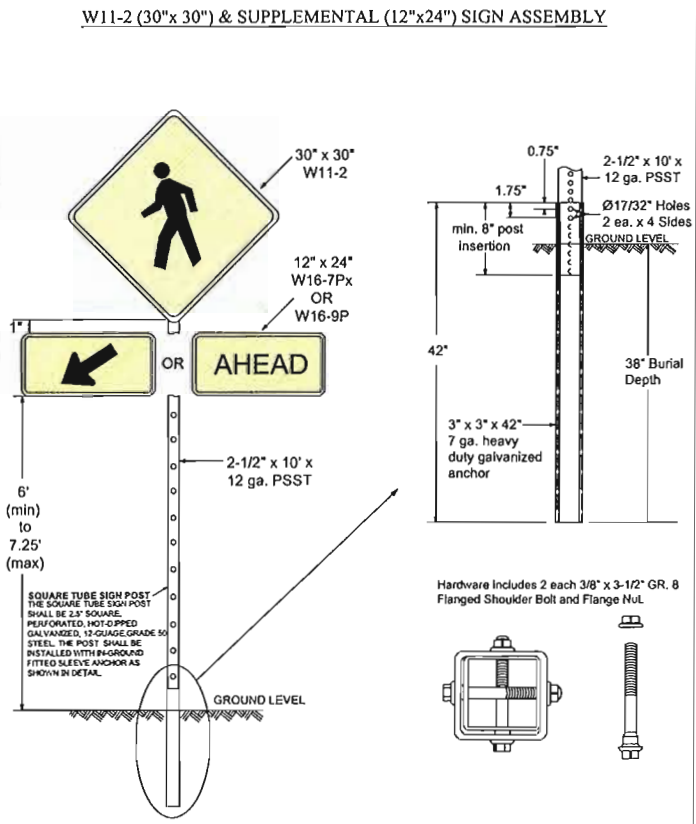
REVISIONS	
DATE	DESCRIPTION
03-21-2017	UPDATED POST SIZE
11-24-2020	ADDED POST SIZE NOTE
02-05-2021	UPDATED POST BASE HEIGHT



PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION
DESIGN BY: YVES D'AMICO, P.E.
DRAWN BY: STEPHON RAMOUTAR
CHECKED BY: ANDREW SEBO, P.E., PTOE

GROUND SIGN ASSEMBLY DETAILS

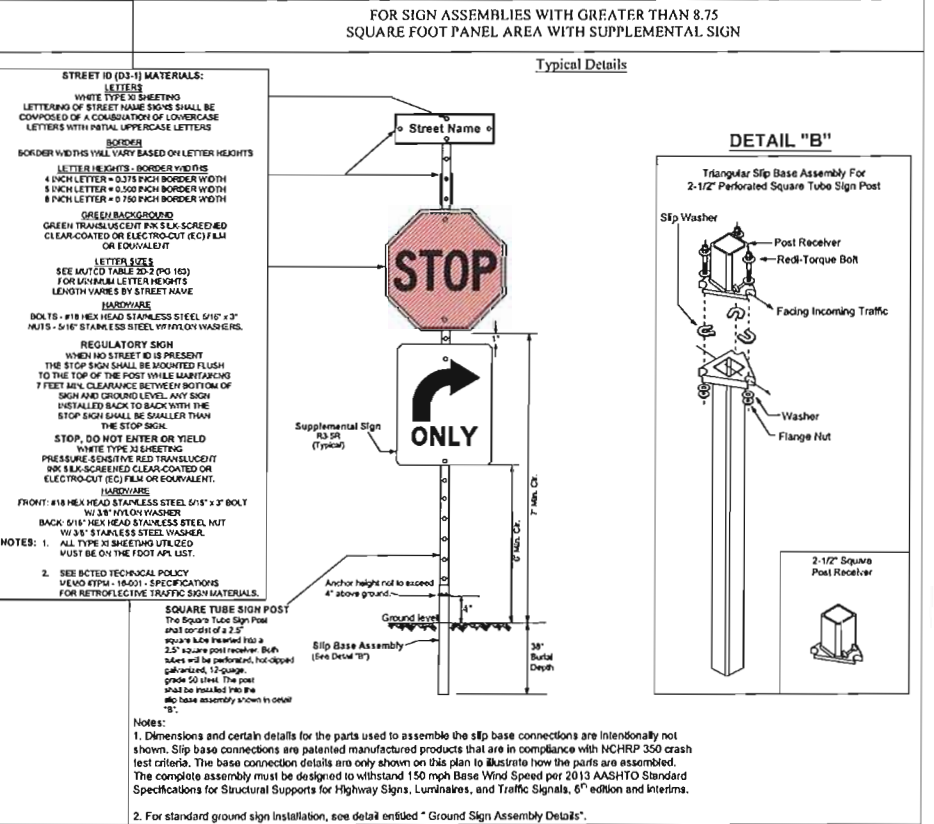
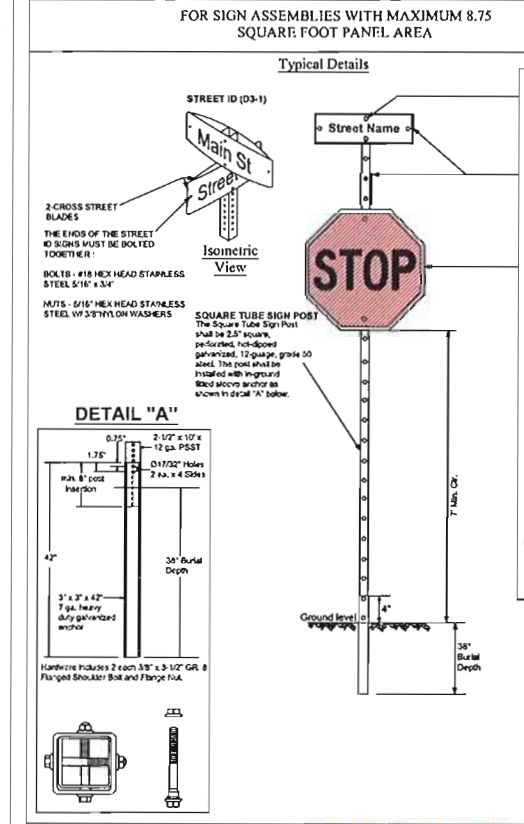
SHEET NO.
1 OF 1



NOTE: NOT FOR USE WITH RECTANGULAR RAPID FLASHING BEACONS



REVISIONS	
DATE	DESCRIPTION
04-09-2019	UPDATED MATERIAL NOTES
02-28-2020	ADDED ISOMETRIC VIEW
02-05-2021	UPDATED POST BASE HEIGHT



Notes:
1. Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and Interims.
2. For standard ground sign installation, see detail entitled "Ground Sign Assembly Details".

PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION
DESIGN BY: CARMELO CARATTOZZO, P.E.
DRAWN BY: STEPHON RAMOUTAR
CHECKED BY: ANDREW SEBO, P.E., PTOE

STOP SIGN AND STREET IDENTIFICATION ASSEMBLY TYPICAL DETAILS

SHEET NO.
1 OF 1

THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD, DANIA BEACH, FL

Globe Engineering, Inc.

Civil Engineering - Land Planning - Construction Management
4839 SW 148 Avenue, Suite 507
Fort Lauderdale, FL 33309
Phone: 954-316-7628
www.civil-engineer.us

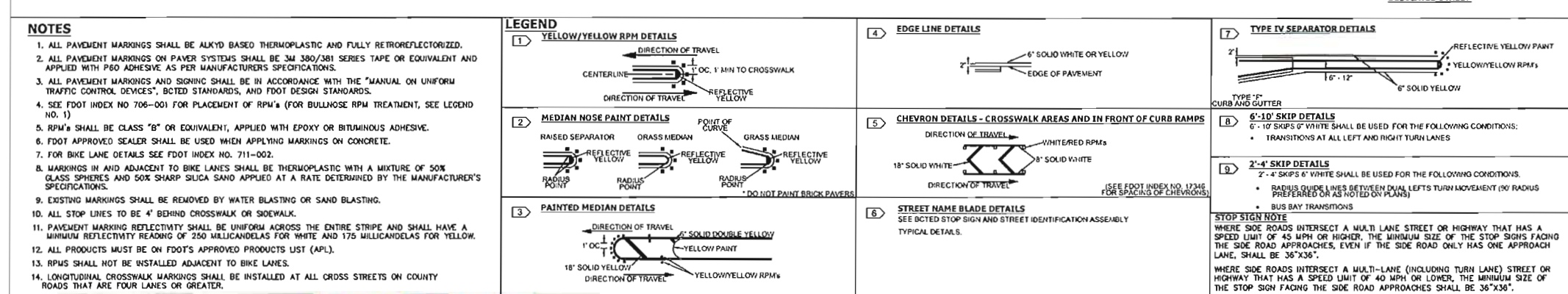
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MARTIN PILOTE
FLORIDA PE LICENSE # 55982



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Martin Pilote
Date: 2022.10.04
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DESIGNED: MP
DRAWN: DC
PROJECT NO:
2022-020
DRAWING NAME:
C-4
SHEET NO:
C-4 OF 6



REVISIONS	
DATE	DESCRIPTION
08-23-2018	UPDATED NOTES
11-24-2020	UPDATED NOTES
04-14-2021	UPDATED NOTES



PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION	
DESIGN BY: CARMELO CARATOZZOLO, P.E.	SCALE: NTS
DRAWN BY: STEPHON RAMOUTAR	
CHECKED BY: ANDREW SEBO, P.E., PTOE	

PAVEMENT MARKINGS AND SIGNS DETAILS

SHEET
NO.

1 OF 1

Globe Engineering, Inc.

Civil Engineering - Land Planning - Construction Management

Phone: 954-316-7828
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FBPE REGISTRY No. 8804

THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD, DANIA BEACH, FL

EROSION CONTROL DETAILS

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Martin Pilote
Date: 2022.10.04
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DESIGNED: MP	DATE:
DRAWN: DC	7-26-2022
PROJECT NO: 2022-020	
DRAWING NAME: C-5	
SHEET NO: C-5 OF 6	

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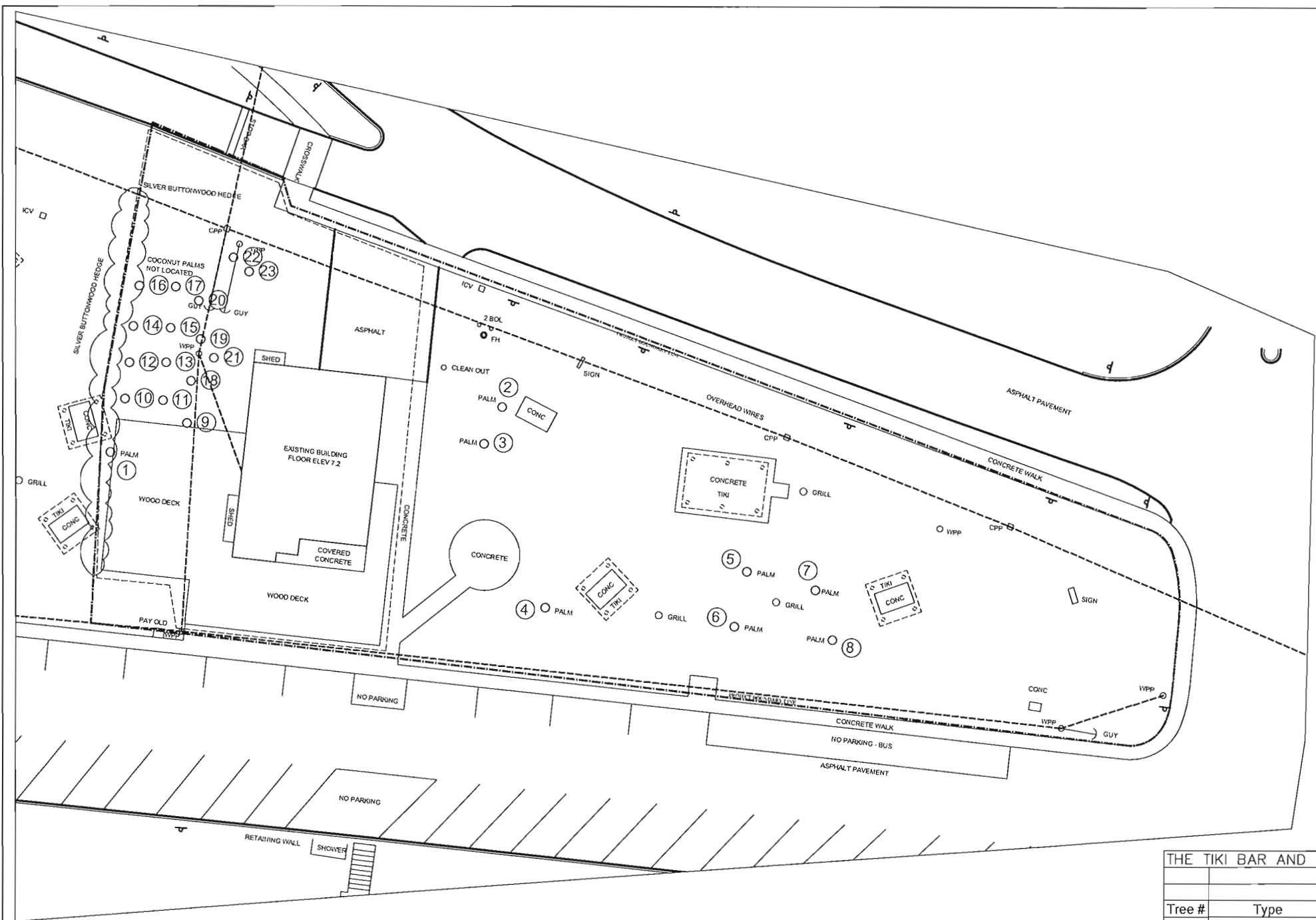
INDUSTRY AND USE OF TAP

BOY AND GIRL REPAIR THE
BROKEN BRIDGE

THESE MATERIALS, BEING A
PART OF THE PROJECT OR
IN ACCORDANCE WITH THE BY

THIS PLAN MAY NOT BE REPRODUCED
OR TRANSMITTED IN ANY FORM OR BY ANY
MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION IN WRITING
FROM CLARK CHANDLER, INC.

[illegible]



 TREE DISPOSITION PLAN
SCALE: 1/16" = 1'-0" 

THE TIKI BAR AND RESTAURANT – Dania Beach, Florida								
Tree #	Type	Caliper	Height	Spread	Disposition			Condition
					Remove	Remain	Relocate	
1	Coconut Palm	10"	25'	9'			x	Good
2	Coconut Palm	10"	20'	9'			x	Good
3	Coconut Palm	10"	20'	9'			x	Good
4	Coconut Palm	10"	25'	9'			x	Good
5	Coconut Palm	10"	25'	9'			x	Good
6	Coconut Palm	10"	25'	9'			x	Good
7	Coconut Palm	10"	20'	9'			x	Good
8	Coconut Palm	10"	20'	9'			x	Good
9	Coconut Palm	10"	25'	9'			x	Good
10	Adonidia merrillii-Triple	6"	12'	8'	x			Good
11	Adonidia merrillii-Triple	6"	12'	8'	x			Good
12	Adonidia merrillii-Triple	6"	12'	8'	x			Good
13	Adonidia merrillii-Triple	6"	12'	8'	x			Good
14	Adonidia merrillii-Triple	6"	12'	8'	x			Good
15	Adonidia merrillii-Triple	6"	12'	8'	x			Good
16	Adonidia merrillii-Triple	6"	12'	8'	x			Good
17	Adonidia merrillii-Triple	6"	12'	8'	x			Good
18	Coconut Palm	10"	25'	9'			x	Good
19	Coconut Palm	10"	25'	9'			x	Good
20	Coconut Palm	10"	20'	9'			x	Good
21	Adonidia merrillii-Triple	6"	8'	5'	x			Good
22	Adonidia merrillii-Triple	6"	8'	5'	x			Good
23	Adonidia merrillii-Triple	6"	15'	10'	x			Good

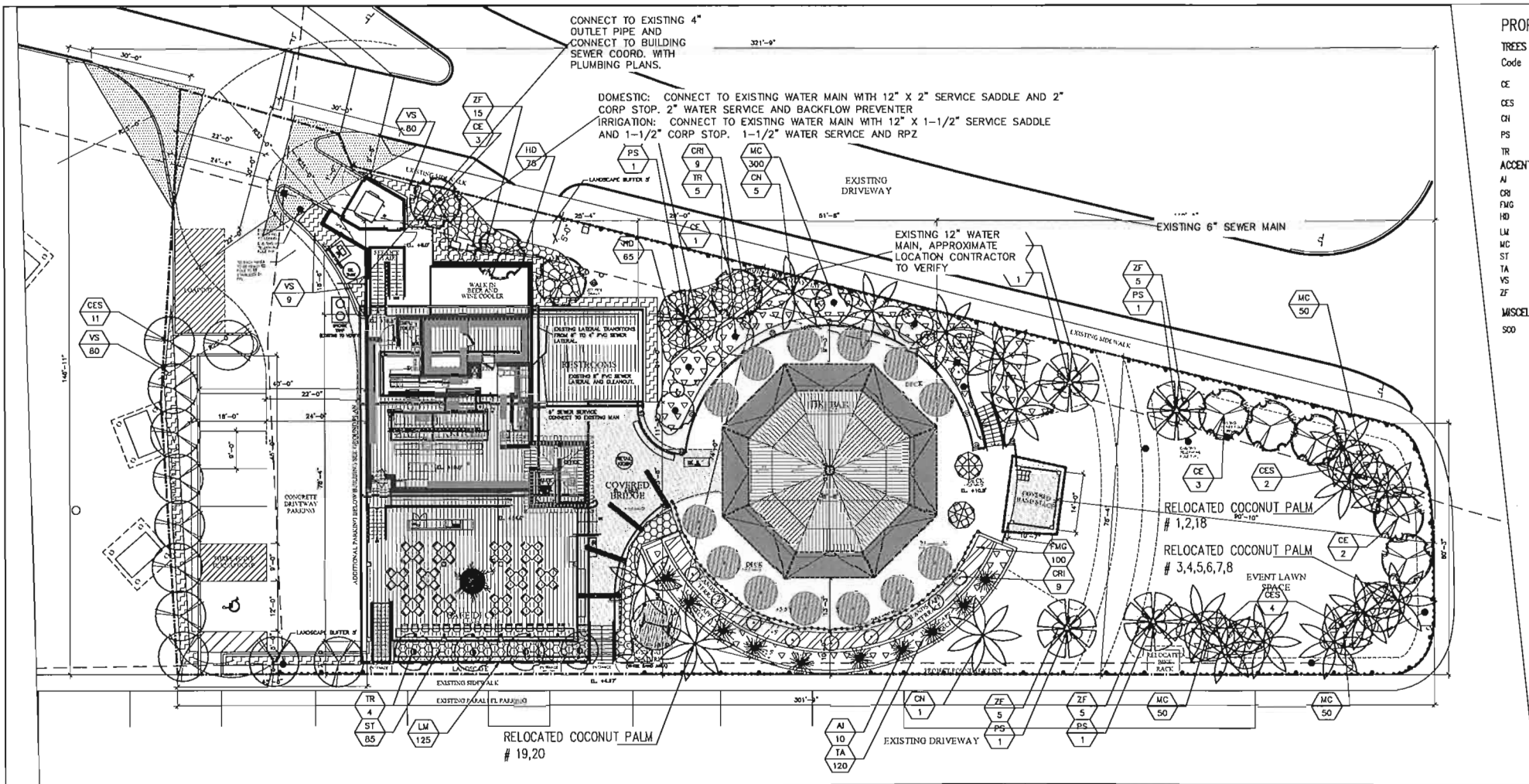
TREE DISPOSITION PLAN
THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD
DANIA BEACH, FLORIDA
RWB LINARES ARCHITECTURE

DRWG. TITLE :
PROJECT :
CLIENT :

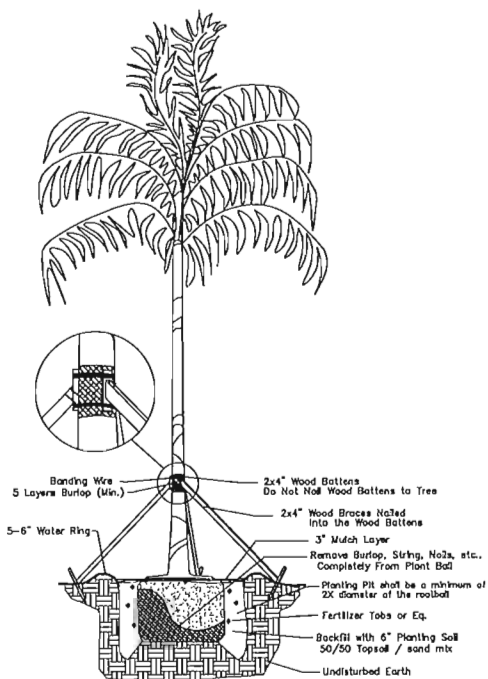
Wayne K. Tanning
Digitally signed by Wayne K. Tanning
Date: 2023.07.12 22:56:46 -0500
Wayne K. Tanning, P.E.
#6666709

PROJECT NO. 22-134
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE : 08-03-22
DWG. NO. LE-1
SHT. NO. 1 of 3
REVISIONS :
01-12-23

TONNING & ASSOCIATES, INC.
Landscape Architecture & Land Planning
Landscape Architect – Florida License #6666709
Coral Springs, Florida 33067
Tel: 561-414-8269 Email: wtonning@tonningandassociates.com

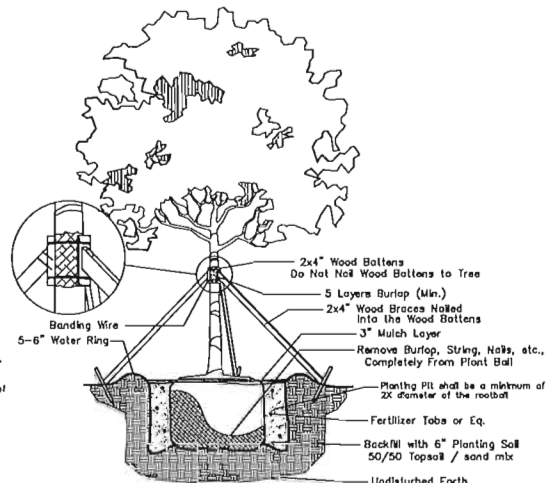


LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"



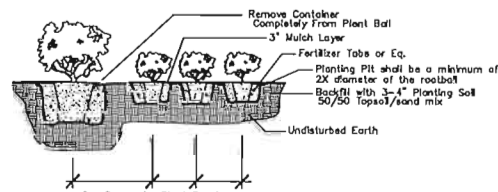
Palm Planting Detail

Not to Scale



Large Tree Planting Detail

NTS



Shrub & Ground Cover Planting Detail

NTS

PROPOSED PLANT LIST

TREES / PALMS - 78.3 % Native

Code	Drought	QTY.	Botanical Name / Common Name	Specifications
CE (N)	V	9	Conocarpus erectus / Green Buttonwood	B&B Field Grown, 12-14" OA
CES (N)	V	17	Conocarpus erectus sericeus / Silver Buttonwood	B&B Field Grown, 12" OA
CH	V	6	Cocos nucifera / Coconut Palm	B&B Field Grown, 12-14-16" CT, Staggered
PS	V	5	Phoenix sylvestris / Sylvester Palm	B&B Field Grown, 14" CT
TR (N)	V	9	Thrinax rodolfa / Thatch Palm	B&B Field Grown, 10-12" OA

ACCENTS / SHRUBS / GROUND COVERS - 57.9% Native

AI	V	10	Alcantarea imperialis / Giant Imperial Bromeliad	3 Gal., 24" OA, min 24" spread, 24" OC
CR	V	18	Oreum asiaticum / Purple Oregan Lily	7 Gal., 36" OA, min 36" spread, 36" OC
FMG	V	100	Ficus macrocarpa / Green Island Ficus	3 Gal., 18" OA, min 18" spread, 18" OC
HD (N)	V	140	Hedera helix / Boech Sunflower	3 Gal., 12" OA, min 18" spread, 24" OC
LM	V	125	Liriodendron muscari / Green Liriodendron	3 gal., 12" OA, min 12" spread, 24" OC
MC (N)	V	450	Muhlenbergia capillaris / Milky Grass	3 Gal., 24" OA, min 24" spread, 24" OC
ST (N)	V	85	Scaevola plumieri / Jubbery	3 Gal., 24" OA, min 24" spread, 24" OC
TA	V	205	Trachyspermum asiaticum / Asiatic Jasmine	3 Gal., 6" OA, min 24" spread, 24" OC
VS	V	169	Viburnum suspensum / Viburnum	3 Gal., 30" OA, min 24" spread, 24" OC
ZF (N)	V	40	Zamia floridana / Zamia Conifer	3 Gal., 24" OA, min 24" spread, 24" OC

MISCELLANEOUS

SC0 (N)	M	Paspalum notatum / Bahia Sod	Solid application - no gaps between seams - LANDSCAPE AREA
(N)	L	Florida Native Plant Species	Moderate Drought Tolerance
		Low Drought Tolerance	Vary Drought Tolerant

VEHICLE USE AREA AND PERIMETER

Section 275-90 and 275-120

REQUIRED	PROPOSED
Landscape Strip of 5 feet between abutting property	Complies - Illustrated on Plan
1 canopy Trees per each 40 linear feet - 804' = 20 Trees	20 Trees PLUS 14 Trees towards mitigation
Continuous hedge to be maintained at 3 feet in height	Continuous hedge proposed
If Non Living barrier proposed, plant 1 shrub every 4 feet	Non Applicable

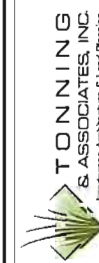
NON VEHICULAR USE AREA

Section 275-140

REQUIRED	PROPOSED
Turf, shrubs, groundcover to be installed for previous Green Space	Complies
No substances that prevent water percolation to be utilized	Complies-Non Proposed
Shrub and Tree Requirements	
13,980 SF - 45.9% Pervious	Continuous hedge proposed
1 tree and 6 shrubs per 3,000 SF = 5 Trees and 30 Shrubs	6 Trees / 23 Palms and 872 Shrubs

PROJECT DATA:

	REQUIRED	PROVIDED
LOT WIDTH	250'	321'-9"
LOT DEPTH	300'	60'3" THRU 146'-11"
LOT COVERAGE	3/3	10,324 SF 33.8%
IMPERVIOUS	N/A	16,498 SF 54.1% (10,324+6,174)
PERVIOUS	N/A	13,980 SF 45.9%
HEIGHT	1 STORIES/16'	38'-6" (AT GRADE)
FRONT SETBACK (E)	25'	7'-10"
SECONDARY FRONT SETBACK(W)	25'	8'-4"
SIDE (N)	25'	90'-10"
2ND SIDE (S)	25'	45'-6"



Wayne K. Tonnin, RLA
Landscape Architect - Florida License #666709
Coral Springs, Florida 33067
Tel: 561-414-8269
Email: wtonning@tonningassociates.com

LANDSCAPE PLAN
THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD
DANIA BEACH, FLORIDA
RWB LINARES ARCHITECTURE

Wayne K. Tonnin
Digitally signed by Wayne K. Tonnin
Date: 2023.01.17
22:10:35 -05'00'
Wayne K. Tonnin, RLA
FL #666709

PROJECT NO. 22-134
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE: 08-03-22
DWG. NO. LP-1
SHT. NO. 2 of 3
REVISIONS: 01-12-23

City of Dania Beach Standard Landscape Plan Notes

1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
 - a. Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
 - b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:

Caliper	Minimum Root Ball Diameter
1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 inches per inch of trunk diameter

Transplanted trees with undersized root balls may be rejected by the City Arborist and replacement trees may be required.
 - c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of

Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.

10. All sizes shown for plant material are to be considered minimums.
11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Arborist.
13. All plant beds to be treated with pre-emergent herbicide prior to planting.
14. All tree and palm staking and support shall be removed one year after installation.
15. No fertilizer shall be applied to newly planted trees and palms.
16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
18. All wire guys and/or fabric straps shall be flagged with florescent colored tape.
19. Mulching:
 - a. All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.
 - b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
 - c. Cypress mulch shall not be used.
20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

18" DEEPROOT TREE ROOT BARRIERS

SPECIFIED TREE ROOT BARRIERS ARE A MECHANICAL BARRIER AND ROOT DEFLECTOR TO PREVENT TREE ROOTS FROM DAMAGING HARDSCAPES AND LANDSCAPES. ASSEMBLED BY 2" LONG WOODEN STRIPS WITH ROD JOINER STRIPS TO CREATE VARIOUS SIZES OF CHANNELS FOR SURROUNDING ROOT BALLS (SURROUNDING PLANTING STYLE) OR FOR LINEAR APPLICATIONS DIRECTLY BEHIND A HARDSCAPE ADJACENT TO THE SIDE OF THE TREES (LINEAR PLANTING STYLE).

A. MATERIALS

1. THE CONTRACTOR SHALL FURNISH AND INSTALL TREE ROOT BARRIERS AS SPECIFIED. THE TREE ROOT BARRIERS SHALL BE PRODUCT # UB 18-2 AS MANUFACTURED BY DEEP ROOT PARTNERS, L.P., 345 LORTON AVE., SUITE 103, BURLINGAME, CA 94010 (415) 344-1464 (800) 458-7668 OR APPROVED EQUAL. THE BARRIER SHALL BE BLACK, SUECTION WOLED PANELS, OF .060" WALL THICKNESS IN MODELS 24" LONG BY 18" DEEP, MANUFACTURED WITH A MINIMUM 50% POST CONSUMER RECYCLED POLYPROPYLENE PLASTIC WITH ADDED ULTRAVIOLET INHIBITORS. RECYCLABLE. EACH PANEL SHALL HAVE: NOT LESS THAN 4 WOLDED INTEGRAL VERTICAL ROOT DEFLECTING RIBS OF AT LEAST .060" THICKNESS PROTRUDING 1/2" AT 90° FROM INTERIOR OF THE BARRIER PANEL, SPACED 6" APART. (SEE PANEL DRAWING BELOW)

A DOUBLE TOP EDGE CONSISTING OF TWO PARALLEL, INTEGRAL HORIZONTAL RIBS AT THE TOP OF THE PANEL OF A MINIMUM .060" THICKNESS, 1/4" WIDE AND 1/4" APART WITH THE LOWER RIB ATTACHED TO THE VERTICAL ROOT DEFLECTING RIBS. (SEE DETAIL "A")

A NUMBER OF 9 AUTO-LIFT GROUND LOCK TABS CONSISTING OF INTEGRAL HORIZONTAL RIDGES OF A MINIMUM .060" THICKNESS IN THE SHAPE OF A SEGMENT OF A CIRCLE, THE 2 1/4" CHORD OF THE SEGMENT JOINING THE PANEL WALL AND THE SEGMENT PROTRUDING 3/8" FROM THE PANEL. THE NINE GROUND LOCKS ON EACH PANEL SHALL BE ABOUT EQUALLY SPACED BETWEEN EACH OF THE VERTICAL ROOT DEFLECTING RIBS (3 BETWEEN EACH SET OF RIBS. SEE DETAIL "B"). A SELF-LOCKING ROD JOINER STRIP TO CONNECT ONE PANEL TO ANOTHER WITH A SEPARATION STRESS TEST OF 1000 POUNDS AT THE JOINT OF SEPARATION. (SEE DETAIL "C")

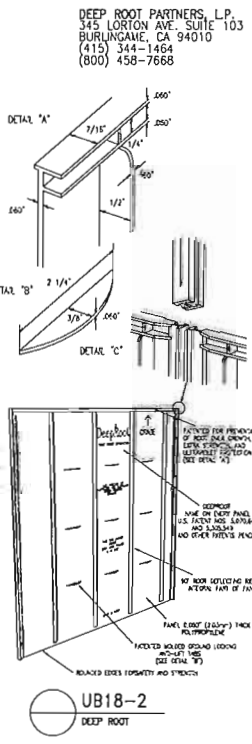
2. THE BASIC PROPERTIES OF THE MATERIAL SHALL BE:

TEST	ASTM TEST METHOD	VALUE	COPOLYMER POLYPROPYLENE
TENSILE STRESS @ YIELD	DESI	3800 PSI	
ELONGATION @ YIELD	DESI	6.3%	
FLEXURAL MODULUS	OTHER	155,000 PSI	
NOTCHED CROP IMPACT	OTHER	7.1	
ROCKWELL HARDNESS R SCALE	OTHER	68	

U.S. PATENTS: 5,800,949 AND 5,070,642; OTHER PATENTS PENDING.

B. CONSTRUCTION AND INSTALLATION

1. THE CONTRACTOR SHALL INSTALL THE TREE ROOT BARRIERS WITH THE NUMBER OF PANELS AND IN THE MANNER SHOWN ON THE DRAWING. THE VERTICAL ROOT DEFLECTING RIBS SHALL BE LOCUS PARALLEL TO THE ROOT BALL AND THE TOP OF THE DOUBLE EDGE SHALL BE 1/2" ABOVE GROUND. EACH OF THE DOUBLE JOINER OR PANELS SHALL BE CONNECTED WITH THE ROD JOINER STRIPS TO FORM A CIRCLE AROUND THE ROOT BALL OR WHERE SPECIFIED JOINED IN A LINEAR FASHION AND PLACED ADJACENT TO THE ADJACENT HARDSCAPE.
2. EXCAVATION AND SOIL PREPARATION SHALL CONFORM TO THE DRAWINGS.
3. THE TREE ROOT BARRIERS SHALL BE BACKFILLED ON THE OUTSIDE WITH 3/4" TO 1 1/2" GRAVEL OR CRUSHED ROCK AS SHOWN ON THE DRAWINGS. NO GRAVEL BACKFILL IS REQUIRED FOR A LINEAR PLANTING.



PROPOSED ROOT BARRIER NEAR UTILITIE AND WITHIN 10 FEET OF HARDSCAPES

NOTES:
GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 50% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

Each lot shall supply, install, and maintain an individual irrigation system for that individual lot.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Wayne K. Tanning, RLA.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Floratum' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

Landscape permits are required before any planting occurs. Permits are obtained from the Building Department.

Trees are to be planted at a depth so that the root-flare and top of first order root(s) are fully visible.

A Pre-Planting meeting shall be scheduled with the City Forester and the landscape contractor, prior to landscape installation.

The use of cypress mulch is discouraged and all mulch is to be kept at a minimum 3" away from the trunks of the trees.

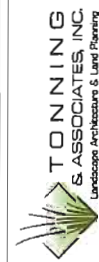
Poles and ties are to be removed from trees and palms prior to planting. Trees are to be able to stand without support. Those trees that cannot stand upright alone will be rejected.

The use of sisal rope is required to be incorporated around the tree when Wellington tape is used in staking.

Trees in on-site swales shall be located near the edge of the swale in order not to impede drainage.

All existing trees on site will need to be properly trimmed by a "Broward County Licensed Tree Trimming Company" prior to a final landscape inspection.

All landscape materials planted adjacent to curbing shall be planted 3 feet back from face of curbs.



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4955 NW 92 Terrace, Coral Springs, Florida 33067
Tel: 561-414-8269 Email: wtanning@tanningandassociates.com

LANDSCAPE PLAN
THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD
DANIA BEACH, FLORIDA
RWB LINARES ARCHITECTURE

DRWG. TITLE :
PROJECT :
CLIENT :

Wayne K. Tanning
Digitally signed by Wayne K. Tanning
Date: 2023.01.12 22:58:58 -0500
WAYNE K. TANNING, RLA
FLA #6666709

PROJECT NO. 22-134
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
DATE : 08-03-22
DWG. NO. LP-2
SHT. NO. 3 of 3
REVISIONS :
01-12-23

Transplanting Palms in the Landscape¹

Timothy K. Broschat²

Palms, when compared to similar-sized broadleaf trees, are relatively easy to transplant into the landscape. Many of the problems encountered when transplanting broadleaf trees, such as wrapping roots, are never a problem in palms due to their different root morphology and architecture. While broadleaf trees typically have only a few large primary roots originating from the base of the trunk, palm root systems are entirely adventitious. In palms, large numbers of roots of a relatively small diameter are continually being initiated from a region at the base of the trunk, a region called the root-initiation zone (Figure 1). And while the roots of broadleaf trees continually increase in diameter, palm roots remain the same diameter as when they first emerged from the root-initiation zone.



Figure 1. The inverted cone-shaped tissue at the base of the trunk is an area from which all primary palm roots arise – it is called the root-initiation zone. The green marks the soil line.
Credits: Timothy K. Broschat

Understanding how palm roots grow and respond to being cut can greatly improve the chances of success when transplanting palms. In addition, other factors—such as rootball size, leaf removal and tying, physiological age of the palm, transplanting season, and planting depth—can also have a significant impact on the success of palm transplants. The purpose of this document is to discuss how these and other factors contribute to palm transplant survival rate.

Transplanting Container-Grown Palms into the Landscape

Container-grown plants often have roots that wrap around the inside of the container. In broadleaf trees, these large, wrapping roots must be cut prior to transplanting, or root distribution patterns and tree stability will be permanently affected. With container-grown palms, however, there is no need to cut such wrapping roots since large numbers of new, adventitious roots arising from the root initiation zone will initially supplement and will ultimately replace those early roots that were confined to the container.

Planting holes for container-grown palms should be roughly twice the diameter of the container in order to facilitate uniform and complete backfilling of the hole. Since the palms may have been growing in the container long enough to allow the potting soil to decompose and settle, base planting depth on the palm root-shoot interface, not on the surface of the container rootball. If extensive settling of the potting soil has occurred, this root-shoot interface may naturally be elevated above the potting-soil

surface (Figure 2). Planting such palms at the same level as the top of the rootball will result in a poorly-anchored palm that is susceptible to toppling over (Figure 3). Container-grown palms should always be planted so that the top of the root-shoot interface is about one inch below the surface of the soil.



Figure 2. Container-grown palms should be planted so that the top of the rootball is about one inch below the surface of the soil. These new root balls will probably never enter the soil.
Credits: Timothy K. Broschat



Figure 3. This palm had been planted too shallowly from a container and eventually fell over. Rootball size matters.
Credits: Timothy K. Broschat

If shallowly planted palms are encountered in the landscape, stabilize the palms by mounding up soil to cover the root-initiation zone. This mound of soil will allow the root initials to continue their growth down into the soil, firmly anchoring the palm.

Fertilization of palms transplanted from containers is critical to successful establishment. Palms growing in Florida landscape grow best with a relatively low nitrogen (N) content fertilizer (e.g., 8-2-12-4Mg). (For more on this topic, see EDIS Publication ENH1009, *Fertilization of Field-grown and Landscape Palms in Florida*, <http://edis.ufl.edu/enp265>.) By contrast, palms growing in containers have very high N requirements due to microbial demands for N as microbes degrade pine bark and other organic components in the potting soil. (For more on this topic, see EDIS Publication ENH1010, *Nutrition and Fertilization of Palms in Containers*, <http://edis.ufl.edu/enp263>.) When a palm is transplanted in the landscape from a container, most of the palm's root system will remain largely confined to the original organic potting soil for several months following transplanting. As a result, container-grown palms that do not receive high N fertilizers after transplanting are likely to establish slowly and display symptoms of N deficiency during the first six to 12 months following planting. (For more on this topic, see EDIS Publication ENH1016, *Nitrogen Deficiency in Palms*, <http://edis.ufl.edu/enp268>.) New research has demonstrated that palms fertilized with a high N fertilizer during the first six months after transplanting from containers established faster than those receiving lower-N, landscape-maintenance fertilizers.

Fertilizers applied at time of transplanting should be top-dressed over the original rootball, and the area of fertilization should extend out 6–12 inches beyond the rootball edge. Subsequent fertilizations can follow recommendations for landscape palm maintenance. (For more on this topic, see EDIS Publication ENH1009, *Fertilization of Field-grown and Landscape Palms in Florida*, <http://edis.ufl.edu/enp265>.)

Treatment of transplanted, container-grown palms with various mycorrhizal or microbial inoculants has been marketed extensively. However, a recent study evaluating such products on *Washingtonia robusta* and *Syagrus romanzoffiana* showed no benefit from any of these inoculants when compared to proper fertilization alone (Broschat and Elliott 2009). Since these inoculant products also contain fertilizer, it was concluded that any benefits observed from their use was due to their nutrient content, not due to their microbes.

Palms transplanted from containers will require regular irrigation until they become established (six to eight months) since the well-drained potting soil in their original root ball will dry out more rapidly than the surrounding soil. If the palms are to be irrigated by hand, a shallow berm should be constructed just outside of the rootball perimeter to retain water in the rootball area. The frequency of irrigation required will vary with soil type and weather conditions, but irrigation or rainfall events on alternate days are usually adequate for palms during the establishment phase. Once palms become established, irrigation frequency can be reduced and eventually eliminated completely.

Transplanting Field-Grown Palms

Root Regeneration Responses
The question of how a palm responds to having its roots cut is central to palm transplanting success. To answer that question, Broschat and Donzelman (1984; 1990b) demonstrated in a series of experiments that different palm species respond differently (Table 1). For example, when roots of *Sabal palmetto* were cut, virtually all cut roots died back to the trunk and were eventually replaced by massive numbers of new roots originating from the root-initiation zone (Figure 4). As a result of this response, it didn't matter whether roots of a *Sabal palmetto* were cut close to the trunk or 3 feet away from the trunk.



Figure 4. A Sabal palmetto palm regenerating roots after transplanting. The roots are shown regenerating from the root-initiation zone.
Credits: Timothy K. Broschat

For most other species of palms, however, root survival strongly correlated with the distance from the trunk that the root was cut; roots cut 3 feet from the trunk survived much better than roots cut 6 inches from the trunk.

The number of new roots produced from the root-initiation zone in response to cutting of roots also varied among palm species. Thus, survival of *Sabal palmetto* depends solely on initiation of new roots from the root-initiation zone. For coconut and queen palms, however, survival of existing cut roots is critical. For *Washingtonia robusta*, *Phoenix roelofiana*, and *Roystonea regia*, survival of existing roots and initiation of new ones is critical.

Rootball Size

The above data can be useful in determining the minimum rootball size expected to result in good transplant success for these species. Based on Table 1 data, we can recommend a minimal rootball size for *Sabal palmetto* since taking a minimal rootball will not improve survival of existing roots. Similarly, the rootball for *Coccothrinax* need not be large since survival of existing roots is similar for both short and long root stubs. For *Syagrus romanzoffiana*, 6–12 inches represents the minimum rootball radius from the trunk. For *Washingtonia robusta* and *Roystonea regia*, 1–2 feet is the minimum recommended rootball radius. A rootball radius of 2–3 feet is recommended for *Phoenix roelofiana*. Keep in mind that rootballs are three-dimensional, and rootball depth also contributes to root survival.

Effects of Developmental Age

Landscape have long observed that juvenile (without visible trunks) *Sabal palmetto* rarely survive transplanting while older *Sabal palmetto* specimens with trunks at least 10 feet tall transplant with a high degree of success. This difference in transplanting success among palms that are of the same species, but at a different developmental age is because the root-initiation zone is not developed until a palm develops a trunk. Since no cut roots of *Sabal palmetto* survive, and juvenile palms have no root-initiation zone to produce replacement roots, the juvenile *Sabal palmetto* have no chance of surviving the transplant process.

In one experiment, Broschat and Donzelman (1990a) found that among 340 juvenile palms of 17 species that had their root systems cut off, not a single new root was produced, and all those palms ultimately died. However, when transplanted specimens of two of these species were similarly treated, all of these palms produced new root systems and survived. Thus, for species such as *Sabal palmetto* and others that depend on the initiation of replacement

root systems for transplant survival, only specimens that have a visible trunk should be transplanted from a field or landscape.

Seasonal Effects

Although root growth is more rapid during warm months (Broschat 1998), palm transplant success is also strongly influenced by wet-dry seasonality. Late spring months in South Florida are some of the warmest months, but these months are also the driest.

In the case of *Sabal palmetto*, which depends solely on water stored within the trunk to survive until a new root system can be produced, transplanting during the warm, dry months in South Florida has been shown to greatly reduce this palm's survival rate. The lower survival rate is because these palms are typically under water stress to the natural environment at that time of year in South Florida, prior to being dug up for transplanting.

For most palms in Florida, planting during the rainy season (June–November) will increase rates of transplant survival. By contrast, in Mediterranean climates, such as California, Pittenger et al. (2005) recommend planting during the warm, but dry months of May to July.

Rooting Hormone Effects

Stimulation of new roots from the root-initiation zone using rooting hormones would be a useful tool for enhancing palm transplant survival. However, Broschat and Donzelman (1990a) found that *Phoenix roelofiana* did not respond to trunk soaks in solutions of IBA (indolebutyric acid).

Root Pruning

Root pruning is a common practice in the production and harvesting of broadleaf trees. However, because of the nature of palm root systems, it usually is not necessary to prune palm roots. Nonetheless, for valuable, but difficult to transplant palm species, such as *Alamandita nobilis*, root pruning is often practiced. With this technique, a fraction of the roots are severed just inside the future rootball about four to six weeks prior to digging. This pruning stimulates the production of new roots from the root-initiation zone and allows new root tips to begin growth prior to moving the palm. However, great care must be taken to ensure that new root tips do not root during the digging process. Some growers dig one-half of the rootball in advance and wrap that side with polypropylene weed-barrier fabric to prevent new roots from growing beyond the intended rootball diameter.

Digging Palms

Palms can be dug by hand or with mechanical tree spades. Prior to digging, the soil should be moistened to help keep the palm's rootball intact. Palms growing in sandy soils will need to have their rootballs wrapped in burlap after digging. Palms that are not to be planted immediately should have their rootballs moistened regularly to prevent drying out.

Effects of Leaf Removal

Since water stress appears to be the primary physiological problem associated with transplanted palms, any practice that reduces water stress in transplanted palms should improve palm survival rates. Typically, one-half to two-thirds of the oldest leaves are removed at the time of digging to facilitate handling and to reduce leaf surface area, from which water loss occurs (Figure 5).



Figure 5. The oldest leaves of this palm have been removed, and the remaining ones tied into a bundle for transport.
Credits: Timothy K. Broschat

For *Sabal palmetto*, the species in which few or no roots survive after cutting, Broschat (1991) and Costonis (1995) showed that survival and regrowth rates after transplanting were significantly greater for palms that had all leaves removed at the time of transplanting. In other palm species, however, leaving some or all leaves on the palms resulted in more rapid rooting and canopy regrowth than if all leaves were removed (Broschat 1994; Hodol et al. 2003; 2006).

Preparation for Transport

The leaves remaining on the palm should be tied together to prevent leaf damage and to facilitate handling. Palms with slender trunks should have spacers attached to the trunks and leaf bundles to prevent the palms from snapping during handling. Use of spacers is also recommended for palm species with large, heavy crowns, but soft wood, such as *Phoenix canariensis*.

Palms should be lifted only by means of nylon slings wrapped around the trunk (Figure 6). Never attach chain, cables, or ropes directly to palm trunks; such practices can result in injury and possibly fatal diseases, such as *Thielaviopsis* trunk rot. (For more on that topic, see EDIS Publication PP219, *Thielaviopsis Trunk Rot of Palm*, <http://edis.ufl.edu/enp443>.)



Figure 6. A palm being lifted by a nylon sling. The sling attached to the crown provides support.
Credits: Timothy K. Broschat

During transport on truck or trailer, palms should be well supported along their entire length (Figure 7). Unsupported crowns may crack or damage the bud, resulting in reduced survival rates.



Figure 7. These palms were well supported on the truck for transport.
Credits: Timothy K. Broschat

Site Preparation

Palms should be planted as soon as possible into their final site. However, if palms must be held for some time before they can be planted, they should be "headed-in" in an upright position with the leaf bundles untied until they can be moved to their permanent site. For shorter time periods, simply storing the palms upright and keeping the rootballs moist may be adequate.

Palms should not be planted into sites with high water tables or poor drainage (Figure 8). Such sites can be planted if mounds or berms are used to build up the area to be planted. Clay handpans, when they occur, should be drilled through to improve drainage. Planting holes should be roughly twice the diameter of the rootball to facilitate backfilling, but need not be any deeper than the rootball.



Figure 8. This planting site has a high water table, which is unsuitable for palm installation.
Credits: Timothy K. Broschat

Planting

Field-grown palms should always be transplanted to the same depth at which they were previously growing. Palms transplanted deeper have been shown to have increased incidence of chronic nutritional deficiencies, such as iron or manganese deficiencies (Broschat 1995). (For more on these nutritional deficiencies in palms, see EDIS Publication ENH1013, *Iron Deficiency in Palms*, <http://edis.ufl.edu/enp265>, and EDIS Publication ENH1015, *Manganese Deficiency in Palms*, <http://edis.ufl.edu/enp267>.) Such palms are also often stunted and grow poorly, compared to

properly planted palms (Figure 9). In addition to nutrient deficiencies, deeply planted palms may also suffer from water stress. As a result of these palms' weakened condition, they may attract secondary pests, such as palm weevils (*Rhynchophorus* sp.). Palms that are planted too deeply may also develop secondary root rot due to the suffocation of deeply buried roots. Deeply planted palms may linger in a state of poor health for many years, or they may die at any time.



Figure 9. The palm on the left was planted too deeply. At the time of planting, the left palm was more similar in size.
Credits: Timothy K. Broschat

There is no scientific evidence that amending backfill with organic matter or other materials is beneficial to palms (Hodol et al. 2006). While adding commercial preparations of mycorrhizae and other beneficial microbes to the backfill is a common practice, Broschat and Elliott (2009) concluded that the only benefit derived from those products was due to the fertilizers that were added to some of the products and soil to the microbes themselves.

When backfilling palm planting holes, be sure to wash soil down into all voids to eliminate air pockets (Figure 10). A shallow berm should be constructed around the perimeter of the rootball of the newly transplanted palm to retain water in the rootball area during irrigation (Figure 11). The soil around the rootball should be kept uniformly moist, but never saturated during the first four to six months following transplanting. After that time, irrigation frequency can be reduced or eliminated altogether if adequate rainfall is received. Research has shown no benefit to irrigating the crowns of the palm versus soil application of water (Broschat 1994).

Leaves should be watered as soon as the palm is installed. Research in Florida and California has shown that keeping the leaves tied up provides no benefit to the palm, but can provide a favorable environment for plant diseases, such as

Gloeodinium blight (pink rot) (Broschat 1994; Hodol et al. 2003; 2006).



Figure 10. Use of water to wash soil down and around the rootball.
Credits: Timothy K. Broschat



Figure 11. Shallowing up soil around the rootball to retain water into the rootball, where it is needed.
Credits: Timothy K. Broschat

Support

Tall palms should be provided with supports to prevent toppling over in high winds and to provide a stable rootball-soil interface (Broschat and Donzelman 1987). Deep planting is not an acceptable alternative to mechanical support. Support timbers must not be nailed directly into the trunk since any wounds to a palm trunk are permanent and can allow for entry of pathogens, such as *Thielaviopsis*. (For more on this topic, see EDIS Publication PP219, *Thielaviopsis Trunk Rot of Palm*, <http://edis.ufl.edu/enp443>.)

An excellent method for providing support in tall palm during establishment is to stir short lengths of 2 x 4-inch lumber to the trunk and nail the support timbers into these

pieces (Figure 12). Supports should be left in place for about a year.



Figure 12. An excellent method of attaching support timbers to palm trunk without damaging the trunk.
Credits: Timothy K. Broschat

Post-Transplant Care

Container-grown palms have been shown to benefit greatly from high N fertilization at planting time since the bulk of their root system is confined to the N-demanding potting soil to which they were produced. For their first 6–12 months, these palms should be fertilized with high N controlled-release fertilizers like those used for container production transplanted field-grown palms have also been shown to benefit from light fertilization with an 8-2-12-4Mg controlled-release fertilizer at planting even though they have lost the majority of their root systems. Regular maintenance fertilization with this material can begin as soon as new shoot growth is observed. (For more on this topic, see EDIS Publication ENH1009, *Fertilization of Field-grown and Landscape Palms in Florida*, <http://edis.ufl.edu/enp265>.)

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Pittenger, D.R., D.R. Hodol, and A.J. Downer. 2005. Transplanting specimen palms: a review of common practices and research-based information. *HortTechnology* 15:128–132.

Species	Root-stub length (inches)	<6	6–12	12–24	Avg. no. of new roots
<i>Coccothrinax</i>	47	61	30	50	20
<i>Phoenix roelofiana</i>	40	2	8	12	20
<i>Syagrus romanzoffiana</i>	1	6	24	36	97
<i>Sabal palmetto</i>	1	1	0	1	100
<i>Syagrus romanzoffiana</i>	3	41	49	37	13
<i>Washingtonia robusta</i>	2	14	31	59	144

Data from Broschat and Donzelman (1984; 1990b).

PALM RELOCATION SPECIFICATIONS
THE TIKI RESTAURANT AND BAR
65 NORTH BEACH ROAD
DANA BEACH, FLORIDA
RWB LINARES ARCHITECTURE

ORWG, TITLE :
PROJECT :
CLIENT :

Wayne K. Tinning
Digitally signed by Wayne K. Tinning
Date: 2023.01.12 22:59:32 -0500
DN: c=US, o=Wayne K. Tinning, ou=Wayne K. Tinning, email=wktinning@gmail.com

PROJECT NO. 22-134
DRAWN BY WKT
DESIGNED BY WKT
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DATE: 08-03-22
DWG. NO. LP-3
SHT. NO. 3 of 3
REVISIONS :
01-12-23



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.: SP-068-22

(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. Failure to attend may impact the disposition of the application. 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.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 65 North Beach Rd

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

Recorded Plat Name: _____

Folio Number(s): • Portion 504236000040
• 504236000050 Legal Description: See attached

Applicant/Consultant/Legal Representative (circle one) Chris Montos

Address of Applicant: 6510 Chapel Hill Rd, Raleigh NC 27607

Business Telephone: 919-851-0858 Home: 919-414-1618 Fax: 919-851-0857

E-mail address: cmontos@lmrest.com and lou@lmrest.com

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W. Dania Beach Blvd, Dania Beach FL 33004

Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: Site Plan Application for Lucky Fish Tiki Bar & Restaurant
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.6548 Gross Acreage: 0.6548 Prop. Square Footage: 9720

Existing Use: NA - abandoned building Proposed Use: Full Service Restaurant & Bar

Is property owned individually, by a corporation, association, or a joint venture? Owned by a limited liability company (Florida)

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 Juan Linares / Lou Moskalos / Mitch Limabary (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 29th DAY OF July, 20 22

By:

Chris Montos
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



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.***

 Legal Description of Property

Folio Number: 5042 36 00 0050 and a portion of 504236000040

36-50-42 BEG AT A PT 285 NELY OF A PT ON C/L OF DANIA BEACH RD R/W
WHICH IS 666.95 E OF INTERSECTION WITH C/L OF N OCEAN DR, RUN NELY 101.1, W
114.17, S 100, E 99.08 TO POB

 Description provided by city of Dania Beach
Also - see survey attached

65 N Beach Rd
Dania Beach FL



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0000140

Date: August 04, 2022

RECEIVED FROM:

Name: LMR LLC
Address: 6510 Chapel Hill Road
Address 2:
City/St/ZIP: Raleigh NC 27607

Service or Item	Amount
CR - 001-220-00-00 Cost Recovery	\$10,000.00
PSP - Public Hearing Items Application fee	\$3,000.00
FPR - Fire Plan Review Fee	\$1,120.00

P/Z ITEM # SP-068-22
LOCATION: 65 N Beach Road
APPLICANT: Chris Moutos

PREPARED BY: Ibel Larios

TOTAL DUE: \$14,120.00

DRC Submittal
Lucky Fish Bar & Restaurant Site Plan
65 N Beach Road

Check #: 028913

RL OK

PAYMENT DATE
08/08/2022

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
LMR LLC

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2022-11001273

RECEIPT NO.
2022-00040141

CASHIER
fincashier2

ENTRY DATE
08/08/2022 09:39:47 AM

DESCRIPTION
65 N BEACH RD

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
CR		Cost Recovery Misc		\$10,000.00
PSP		Appl Review - Standard		\$3,000.00
FPR		Fire Plan Review Fee		\$1,120.00
Payments:		Type	Detail	Amount
		Check	0000028913	\$14,120.00
		Total Amount:		\$14,120.00

Customer Copy



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
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- ☐ Other: _____

RECEIVED
JAN 17 2023
Date Rec'd: _____
Petition No.: VA-005-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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Location Address: 65 N BEACH ROAD, DANIA BEACH FL 33004

Lot(s): 22 Block: 197 Subdivision: NEW RIVER SOUND

Recorded Plat Name: HOLLYWOOD CENTRAL BEACH

Folio Number(s): 5042 36 00 0050 Legal Description: 36-50-42 BEG AT A PT 285 NELY OF A PT ON C/L OF DANIA BEACH RD R/W WHICH IS 666.95 E OF INTERSECTION WITH C/L OF N OCEAN DR. RUN NELY 101.1, W 114.17 S 100, E 99.08 TO POB

Applicant/Consultant/Legal Representative (circle one) Chris Moutos

Address of Applicant: 6510 Chapel Hill Rd Raleigh NC, 27607

Business Telephone: 919-851-0858 Home: 919-414-1618 Fax: 919-851-0857

E-mail address: cmoutos@lmrest.com

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W. Dania Beach Blvd. Dania Beach FL, 33004

Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: Please see attached.

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.667 Gross Acreage: 0.667 Prop. Square Footage: 29,080.50 SQFT

Existing Use: Vacant/ Previous restaurant Bldg Proposed Use: Restaurant Bldg

Is property owned individually, by a corporation, association, or a joint venture? Lucky Fish II LLC

AUTHORIZED REPRESENTATIVE

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STATE OF ~~FLORIDA~~ NC
COUNTY OF ~~BROWARD~~ Wake
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 9th DAY OF December, 2022

By:

Chris Montes
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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SECTION 265-50 Parking

Provide on the site plan SP1, the parking calculation with the required number of parking stalls per city code and the number of stalls proposed.

Variance requested for parking spaces reduction from 169 to 13 according to Sec. 265-50 of the Code of Ordinances. Project lot is limited in size and height. This project is replacing a previously existing kitchen and deck with similar use which provided no parking. This location is an amenity to service beach goers serviced by existing surrounding parking. This project is adding 13 spaces more than previous to help parking availability.



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

Sec. 270-20/10
off street loading
space

Standard Development Application

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

RECEIVED
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Date Rec'd: _____
Petition No.: VA-006-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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E-mail address: cmoutos@lmrest.com

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Existing Use: Vacant/ Previous restaurant Bldg Proposed Use: Restaurant Bldg

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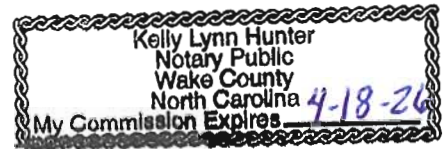
BEFORE ME THIS 9th DAY OF December, 20 22

By:

Chris Montos
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



Personally known X or Produced Identification _____

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SECTION 270-20 / SECTION 270-10 Off Street Loading Space

LOADING: Per Section 270-20, 1 off-street loading space is needed. Space is identified partially within the required drive isle.

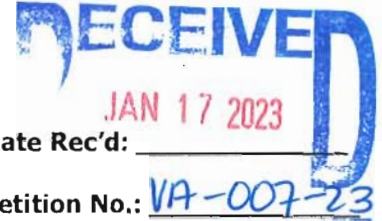
Variance requested for partial loading zone to be used during non-operational hours. Due to the limited site geometry and available new parking for employees, the owner can coordinate the time this loading space is used. In addition, the loading zone will only partially block the driveway lane always allowing access for ingress or egress of any vehicle.



Sec. 275-90 \$
Sec. 275-120
Vehicular Use areas buffer
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
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(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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E-mail address: cmoutos@lmrest.com

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Explanation of Request: Please see attached

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STATE OF ~~FLORIDA~~ NC
COUNTY OF ~~BROWARD~~ Wake
The foregoing instrument
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By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 9th DAY OF December, 2022

By:

Chris Montas
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



Personally known X or Produced Identification _____

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SECTION 275-90 / SECTION 275-120

Vehicular use areas Buffers Landscape and Commercial perimeter Buffers Landscape

Variance requested at southwest corner to remove the required 5' minimum VUA area buffer adjacent to the proposed City's Tot-Lot. We are offering to provide the required landscaping material on the adjacent property, as allowed by the city since both parcels are owned by the city and no conflicts exist with both projects. An easement or agreement for the use of this area on the adjacent site also includes the partial driveway use in the same area.

In addition a small section adjacent to the dumpster is not setback 5'. We are offer to provide a dense hedge along the side of the dumpster and complete screening of the dumpster.



Sec. 290-70(6)(3)
Dumpster setback
from 25' to 10'-2'

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: _____

RECEIVED
JAN 17 2023
Date Rec'd: _____

Petition No.: VA-008-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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E-mail address: cmoutos@lmrest.com

Name of Property Owner: City of Dania Beach

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SECTION 290-70(G)(3) Dumpster setback

Identify setback from closest point of Dumpster enclosure to property line.

Code requires 25-foot setback.

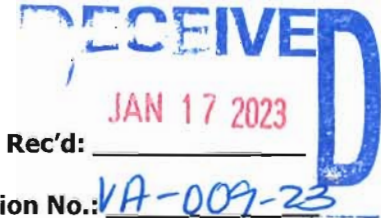
Variance requested for Dumpster setback reduction from 25' to 10'-2" due to limitations of the site geometry and available location for street access.



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.: VA-009-23

☐ Other: _____ (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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Explanation of Request: SECTION 205-10(E) MINIMUM LOT DEPTH: Required 300' Existing 60'-3" thru 140'-5". This lot was designated by the city for this project as an existing non-conforming lot size.

*Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.*

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(954) 924-6805 X3643
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Standard Development Application

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

RECEIVED
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Business Telephone: 954-924-6800 Home: _____ Fax: _____

SECTION 205-10(E) BUILDING HEIGHT: Required 1 story/16' max. From grade, Proposed from grade to the highest point is 39'-3", the proposed project is multilevel however all areas of use are 1 story in height. SEE BELOW

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

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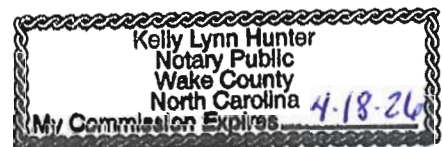
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SECTION 205-10(E) BUILDING HEIGHT

Required 1 story/16' max. From grade, Proposed from grade to the highest point is 39'-3", the proposed project is multilevel however all areas of use are 1 story in height.

Required by Fema the floor elevation for the kitchen is required to be 17.5' navd/12.5' from grade plus structure size, the proposed floor elevation for the kitchen is 19'-0" navd/14'-0" from grade



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- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 65 N BEACH ROAD, DANIA BEACH FL 33004

Lot(s): 22 Block: 197 Subdivision: NEW RIVER SOUND

Recorded Plat Name: HOLLYWOOD CENTRAL BEACH

Folio Number(s): 5042 36 00 0050 Legal Description: 36-50-42 BEG AT A PT 285 NELY OF A PT ON C/L OF DANIA BEACH RD R/W WHICH IS 666.95 E OF INTERSECTION WITH C/L OF N OCEAN DR, RUN NELY 101.1, W 114.17, S 100, E 99.08 TO POB

Applicant/Consultant/Legal Representative (circle one) Chris Moutos

Address of Applicant: 6510 Chapel Hill Rd Raleigh NC, 27607

Business Telephone: 919-851-0858 Home: 919-414-1618 Fax: 919-851-0857

E-mail address: cmoutos@lmrest.com

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W. Dania Beach Blvd. Dania Beach FL, 33004

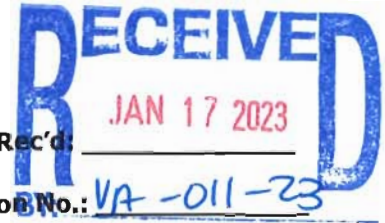
Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: SECTION 205-10(E) MINIMUM LOT AREA: Required 80,000 sf Provide 29,080.50 sf. This lot was designated by the city for this project as an existing non-conforming lot size..

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.667 Gross Acreage: 0.667 Prop. Square Footage: 29,080.50 SQFT

Existing Use: Vacant/ Previous restaurant Bldg Proposed Use: Restaurant Bldg



Is property owned individually, by a corporation, association, or a joint venture? Lucky Fish II LLC

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~~ NC
COUNTY OF ~~BROWARD~~ Wake
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 9th DAY OF December, 20 22

By:

Chris Moutos
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



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.***

SECTION 205-10(E) MINIMUM LOT AREA

Required 80,000 sf Provide 29,080.50 sf. This lot was designated by the city for this project as an existing non-conforming lot size.



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

See 205-10
Setback on East
side & West side

Standard Development Application

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

RECEIVED
Date Rec'd: JAN 17 2023
Petition No.: VA-012-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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E-mail address: cmoutos@lmrest.com

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W. Dania Beach Blvd. Dania Beach FL, 33004

Business Telephone: 954-924-6800 Home: _____ Fax: _____

Explanation of Request: SECTION 205-10(E) SETBACKS: Reduction for East side from 25' to 7'-10" West side from 25' to 8'-4"

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 0.667 Gross Acreage: 0.667 Prop. Square Footage: 29,080.50 SQFT

Existing Use: Vacant/ Previous restaurant Bldg Proposed Use: Restaurant Bldg

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COUNTY OF ~~BROWARD~~ Wake
The foregoing instrument
Was acknowledged

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(Owner / Agent signature*)

BEFORE ME THIS 9th DAY OF December, 20 22

By:

Chris Montas
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kelly Lynn Hunter
(Signature of Notary Public – State of NC)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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BEFORE PROCESSING OCCURS.***

SECTION 205-10(E) SETBACKS

Reduction for

East side from 25' to 7'-10"

West side from 25' to 8'-4"

PAYMENT DATE
01/17/2023

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
MICHAEL JADRNICEKI/
PERMIT EXPRESS LLC

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2023-04000409

RECEIPT NO.
2023-00014020

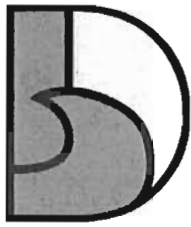
CASHIER
fincashier2

ENTRY DATE
01/17/2023 01:01:31 PM

DESCRIPTION

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
PSP	Appl Review - Standard 8 VARIANCE APPLICATIONS FOR 65 N BEACH ROAD (LUCKY FISH) SP-68-22	\$16,000.00						
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Charge</td><td>Credit Card Type: V Credit Card Number: xxxx8943 Authorization Code: 03035G</td><td>\$16,000.00</td></tr></table>	Type	Detail	Amount	Charge	Credit Card Type: V Credit Card Number: xxxx8943 Authorization Code: 03035G	\$16,000.00	
Type	Detail	Amount						
Charge	Credit Card Type: V Credit Card Number: xxxx8943 Authorization Code: 03035G	\$16,000.00						
Total Amount:		\$16,000.00						

Customer Copy



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS



STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), City of Dania Beach,

(Print Name of Property Owner)

for the property located at 65 N. Beach Road (the "Property"), and this
(Address)

sworn statement pertains to the application for Site Plan and Variances

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) SP-068-22 & VA-005 - 012-23.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is , 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)



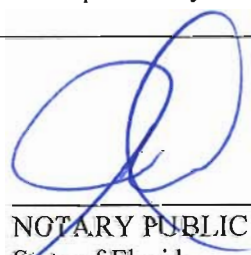
Signature

Christina Mathews

PRINT Name

Title

On January 30, 20 23, personally appeared Christina Mathews,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.



NOTARY PUBLIC
State of Florida

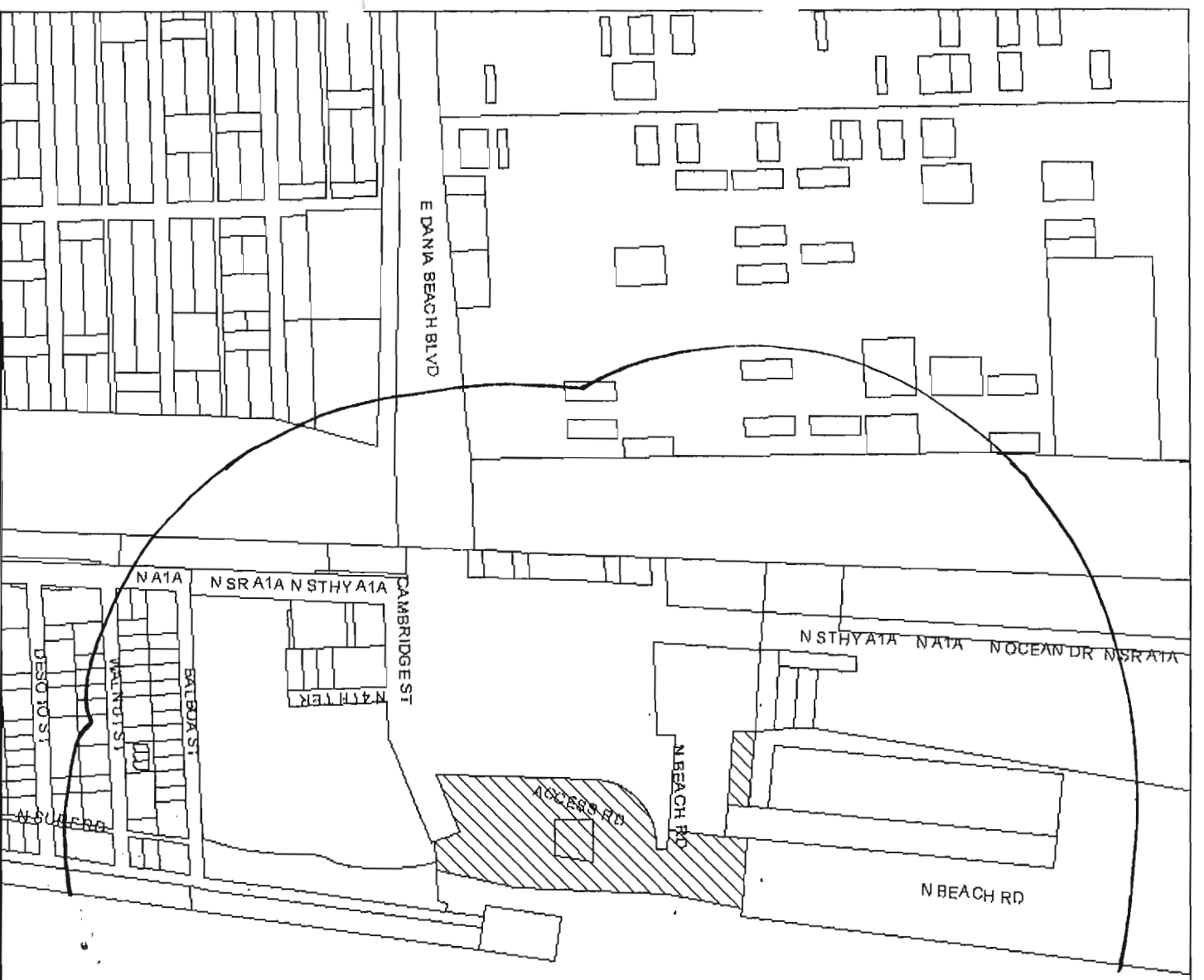
My Commission Expires: 2-17-25



500 250 0 500 Feet

MARTY KILAR
BROWARD COUNTY PROPERTY APPRAISER

65 Beach Rd



FILE NUMB	NAME	ADDRESS, LI	CITY	STATE	ZIP	ZIP4	LEGAL
514201022930	TITF/DNR DIV REC & PARKS U LLOYD BCH STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 5 TO 45 LESS E 40 FOR RD.4650 TO 97 LESS RD AS OR 2597/559& W 40 OF LOT 96 & 97 FOR RD ALLIN BLK 172ALL
504224000040	TITF/STATE OF FLORIDA% FL INLAND NAVIGATION DISTRICT	1314 MARCINSKI RD	JUPITER	FL	33477		STAVEWAY,WALKSLAKES,CANALS,WATERWAYS & PARKSYLING E OF INTERCOASTAL CANAL &N OF S/L BLK 172,LESS ANY PTL YING WITHIN OR 2597/563 FOR RDR/W PT GOV LOT 4 LYING S OF FLORIDA EAST COAST CANAL 17-1 B'OR OF THE FLA EAST COAST CANALLOCATED IN THE CITY OF HOLLYWOOD
504235010350	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 22 BLK 50
504235013010	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 26 BLK 50
504235013040	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 27 BLK 51
504235013170	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 27 BLK 51
504235013190	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 30 BLK 51
504235013350	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 24 BLK 52
504235013360	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 26,27 BLK 52
504235013370	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 29,30,31 BLK 52
504235013420	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 21,22 BLK 53
504235013430	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	1115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 26 BLK 53
504235013510	TITF/DNR DIV REC & PARKSWEST LAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH BUS SECG-16 BLOT 49 LESS LOT 4,6 8,11-17BLK 50 LESS LOT 1,2,22,24,26,35,36BLK 51 LESS LOT 1,2,9-11,27,30,35,37,40,BLK 52 LESS LOT11,2,5-7,11,15,24,26,27,29-31,BLK53 LESS LOT 8-12,21,22,26,29,BLK54 LESS LOT 11,12,14-35,BLK55 LESS LOT 1,2,28,BLK 56 LESS LOT128,29 & ALL ADJ RD
504236000011	TITF/DNR DIV REC & PARKSWEST LAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	36-50-4217/2 INTERST IN FOL DESC PROP/N1/2 OF NET1/4 OF SW1/4 OFSW1/4 LESS ST RD
504236000030	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3699	36-50-42TRACT OF LAND IDENTIFIED ASPARCEL 1 IN DB 779/373 LESS PARTNCD IN FOL DESC'D PROP,COMMAT NE COR BLK 203 OF HOLLYWOODCENTRAL BEACH,S 53.45,E 182.66 TO POB,E 84.89,NLY 861.86,WLY84.86,CONT WLY 165,SLY 758.69,ELY 165.05,SLY 105.50 TO POB
504236000031	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	36-50-42THAT PT OF NMED RIVER SOUND DESCAS,COMMAT NE COR OF BLK 203 OFHOLLYWOOD CENTRAL BEACH,SLY53.45 TO N FACE OF BLKHEAD,ELYALG SAME 182.66 TO POB,CONT ELY84.89,NLY 861.86,WLY 84.86,SLY864.00 TO POB,AKA:ARAGON PARCEL B
504236000032	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	36-50-42THAT PT OF NEW RIVER SOUND DESCAS,COMMAT NE COR OF BLK 203 OFHOLLYWOOD CENTRAL BEACH,SLY ALGE/L 53.45,ELY 182.66,NLY ALG WFACE OF BLKHEAD FOR 105.50 TOPOB,CONT NLY ALG BLKHEAD 758.50THENCE WLY 165,SLY 758.69,ELY165.05 TO POB,AKA:
504236000040	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	36-50-42TRACT OF LAND DESC IN DB 388P& 56,LESS PT DESC'D AS,COMMAT NE COR OF BLK 203 HOLLWOODCENTRAL BEACH,SLY 53.45 TO POB,ELY 182.66,NLY 864.ELY 84.86,SLY1011.03,WLY 248.19,NLY 150 TOPOB
504236000050	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3699	36-50-42BEG AT A PT 285 NELY OF A PT ONCL OF DANIA BEACH RD R/WWHICH IS 666.95 E OFINTERSECTION WITH C/L OF NOCEAN DR,RUN NELY 101.1,W 114.17,S 100.E 99.08 TO POB

504236A0010	CITY OF HOLLYWOOD DEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD AIRPORT BEACH HOTEL 122-4 PARCEL "A" LESS RENAISSANCE ON THE OCEAN CONDO PHASE I, PHASE II & POOL PHASE AKA: BEACH AREA
504236A0020	SEASIDE VILLAGE BY VINTAGE HOMES INC % J&L PROP MGMT	10191 W SAMPLE RD #203	CORAL SPRINGS	FL	33065		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 1 THRU 6 LESS E 10.18 LOTS 7 THRU 9 LESS E 10.17 LOTS 10 THRU 23 & 24 LESS E 10 BLK 174 & PORTION OF SUBMERGED LANDS DESC IN INSTR # 114364904 LESS SEASIDE VILLAGE WEST CONDO DATA COMMON AREA SEASIDE VILLAGE
504236A0010	NIESSEN, WILLIAM C H/NIESSEN, LUSE P	317 WALNUT ST	HOLLYWOOD	FL	33019	4603	WALNUT TOWNHOUSES CONDO UNIT 1 PER CDO BK/Pg. 8740/372
504236A0020	LI F PETER SIEGL % JEFFREE TURNER	321 WALNUT ST	HOLLYWOOD	FL	33019		WALNUT TOWNHOUSES CONDO UNIT 2 PER CDO BK/Pg. 8740/372
504236A0030	TURNER, JEFFREE	321 WALNUT ST	HOLLYWOOD	FL	33019	4603	WALNUT TOWNHOUSES CONDO UNIT 3 PER CDO BK/Pg. 8740/372
504236A0010	RIRLANO NICK & TONI	6001 N OCEAN DR #301	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 301 BLDG 1 PER CDO BK/Pg.
504236A0020	SOROKA, SVETLANA & VYACHESLAV	6001 N OCEAN DR #302	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 302 BLDG 1 PER CDO BK/Pg.
504236A0030	SCHERBAN, BERNARD	6001 N OCEAN DR UNIT 303	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 303 BLDG 1 PER CDO BK/Pg.
504236A0040	FARAH, CARLOS M & SANDRA	13840 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330		RENAISSANCE ON THE OCEAN UNIT 304 BLDG 1 PER CDO BK/Pg.
504236A0050	DALLAIRE, SYLVIE DALLAIRE, ALAIN & GIGERE, JULIE	205 CHEMIN TOUR DU LAC	*LAC-BEAUFORT QC	CA	G3B 0	T5	RENAISSANCE ON THE OCEAN UNIT 305 BLDG 1 PER CDO BK/Pg.
504236A0060	SANDS, MARILYN KAY SILVER	6001 N OCEAN DR UNIT 306	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 306 BLDG 1 PER CDO BK/Pg.
504236A0070	SEK2 LLC	1172 S DIXIE HWY STE 393	CORAL GABLES	FL	33146		RENAISSANCE ON THE OCEAN UNIT 307 BLDG 1 PER CDO BK/Pg.
504236A0080	LAMOREUX LIV TRLAMOREUX, GILLES TRSTEE	1695 ST PATRICK ST # 502	*MONTREAL QC	CA	H3K 3	G9	RENAISSANCE ON THE OCEAN UNIT 401 BLDG 1 PER CDO BK/Pg.
504236A0090	MTJSD LLC	242 PUTMAN RD	NEW CANAAN	CT	06840		RENAISSANCE ON THE OCEAN UNIT 402 BLDG 1 PER CDO BK/Pg.
504236A0100	PORTANOVA, JEFFREY J	6001 N OCEAN DR #403	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 403 BLDG 1 PER CDO BK/Pg.
504236A0110	RTURE BRIGHT INVESTMENTS INC	6001 N OCEAN DR # 404	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 404 BLDG 1 & CABANA 15 PER CDO BK/Pg. 29821/1290
504236A0120	SCHWARTZ, HARVEY DAVID & JEAN G	6001 N OCEAN DR #405	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 405 BLDG 1 PER CDO BK/Pg.
504236A0130	MILAM, MICHAEL S & DEBRA LYNN	2920 BIRKDALE	WESTON	FL	33332		RENAISSANCE ON THE OCEAN UNIT 406 BLDG 1 PER CDO BK/Pg.
504236A0140	GRIMM, GENE & BEVERLY M	6001 N OCEAN DR #407	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 407 BLDG 1 PER CDO BK/Pg.
504236A0150	BARTLESTONE, RONALD S	6001 N OCEAN DR # 501	HOLLYWOOD	FL	33019	4616	RENAISSANCE ON THE OCEAN UNIT 501 BLDG 1 PER CDO BK/Pg.
504236A0160	KAZIN, ELINORMARTAL TR	6001 N OCEAN DR #502	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 502 BLDG 1 PER CDO BK/Pg.
504236A0170	JUDITH M SEDOR TRSEDOR, JUDITH M TRSTEE	4345 MARTIN DR	NORTH OLMASTED	OH	44070		RENAISSANCE ON THE OCEAN UNIT 503 BLDG 1 PER CDO BK/Pg.
504236A0180	ROSE SCHIFFMAN REV LIV TRFREEMAN, ARLENE TRSTEE	57 QUARRY DR	WOODLAND PARK	NJ	07424		RENAISSANCE ON THE OCEAN UNIT 504 BLDG 1 PER CDO BK/Pg.
504236A0190	BRAFTMAN, BRUCE REPOLA, ANDREA	6001 N OCEAN DR #505	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 505 BLDG 1 PER CDO BK/Pg.
504236A0200	GLALDON, CHARLES	6001 N OCEAN DR #506	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 506 BLDG 1 PER CDO BK/Pg.
504236A0210	MANIGLIA, JAMES DJAMES MANIGLIA REV TR DANIEL TOBIAS CAAMANO LIV TRCAAMANO, DANIEL TOBIAS TRSTEE	6001 N OCEAN DR #507	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 507 BLDG 1 PER CDO BK/Pg.
504236A0220		5400 N 35 ST	HOLLYWOOD	FL	33021		RENAISSANCE ON THE OCEAN UNIT 601 BLDG 1 PER CDO BK/Pg.
504236A0230	HUBERMAN, CAROL S H/ETALERICO, JAMES J	6001 N OCEAN DR #602	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 602 BLDG 1 PER CDO BK/Pg.
504236A0240	UNGAR, DAVID & JUDITH	6001 N OCEAN DR #603	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEAN UNIT 603 BLDG 1 PER CDO BK/Pg.

504236AB0250	LOURDES 604 LLC	4000 HOLLYWOOD BLVD #500N	HOLLYWOOD	FL	33021		RENAISSANCE ON THE OCEANUNIT 604 BLDG 1PER CDO BK/Pg.
504236AB0260	KELLY,TIM & JUDITH ALICETIM & JUDITH ALICE KELLY TR	6001 N OCEAN DR APT 605	HOLLYWOOD	FL	33019	4616	RENAISSANCE ON THE OCEANUNIT 605 BLDG 1PER CDO BK/Pg.
504236AB0270	DURBIN,CAROL CAROL DURBIN REV TR	6001 N OCEAN DR #606	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 606 BLDG 1PER CDO BK/Pg.
504236AB0280	ANDREWS,JOHN MQUIGLEY,D RICHARD	6001 N OCEAN DR #607	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 607 BLDG 1PER CDO BK/Pg.
504236AB0290	KRUTHOFFER ZAHEDI,EVA MAHNAZ	6001 N OCEAN DR #701	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 701 BLDG 1PER CDO BK/Pg.
504236AB0300	KAPLAN,VIRGINIA KAPLAN,CONSTANCE J	6001 N OCEAN DR #702	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 702 BLDG 1PER CDO BK/Pg.
504236AB0310	ABBOTT,MIRIAM ABBOTT,MIRIAM TR	13831 SW 232 ST	MIAMI	FL	33170	7210	RENAISSANCE ON THE OCEANUNIT 703 BLDG 1PER CDO BK/Pg.
504236AB0320	SHEED DAVID & LISASHEED FAM TR	6001 N OCEAN DR #704	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 704 BLDG 1PER CDO BK/Pg.
504236AB0330	TALM,YAIR	644 NEWKIRK AVE	HAMLTON	NJ	08610		RENAISSANCE ON THE OCEANUNIT 705 BLDG 1PER CDO BK/Pg.
504236AB0340	TALM,YAIR	6001 N OCEAN DR #706	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 706 BLDG 1PER CDO BK/Pg.
504236AB0350	ACKER,RUTH EHELLER,PAUL	6001 N OCEAN DR APT 707	HOLLYWOOD	FL	33019	4617	RENAISSANCE ON THE OCEANUNIT 707 BLDG 1PER CDO BK/Pg.
504236AB0360	DOUGLAS S BASLER 2012 IRREV TR	500 ELMWOOD AVE	WILMETTE	IL	60091		RENAISSANCE ON THE OCEANUNIT 801 BLDG 1PER CDO BK/Pg.
504236AB0370	WEIDEMANN,ROBERT W & BARBARA H/EMEJEAN,BRUNO ETAL	6001 N OCEAN DR #802	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 802 BLDG 1PER CDO BK/Pg.
504236AB0380	ARENSON,GARY LEEARENSON,TAMARA JEAN	6001 N OCEAN DR #803	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 803 BLDG 1PER CDO BK/Pg.
504236AB0390	CUCCIO,FRANK	6001 N OCEAN DR #804	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 804 BLDG 1PER CDO BK/Pg.
504236AB0400	FINN,SANDRA CSANDRA C FINN LIV TR	6001 N OCEAN DR UNIT 805	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 805 BLDG 1PER CDO BK/Pg.
504236AB0410	KRONER,DAVID ALAN & ELENA	6001 N OCEAN DR #806	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 806 BLDG 1PER CDO BK/Pg.
504236AB0420	GARTHUNE,JAMES C & DULANEY,MARIE	6001 N OCEAN DR #807	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 807 BLDG 1PER CDO BK/Pg.
504236AB0430	QUAGLIA,TA,JOSEPH ETAL,D'NODAL,SHEILA ETAL	6001 N OCEAN DR UNIT 901	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 901 BLDG 1PER CDO BK/Pg.
504236AB0440	EBANOS CORP	6001 N OCEAN DR #902	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 902 BLDG 1PER CDO BK/Pg.
504236AB0450	SIM,JUNG SIL AMEE H/EBRANDER,BERT JR	6001 N OCEAN DR #903	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 903 BLDG 1PER CDO BK/Pg.
504236AB0460	CORPORATION FINANCIERE ALPHA%,ROGER HARVEY	2818 BOULEVARD LAURIER #2707	*QUEBEC QC	CA	GIV 0	E2	RENAISSANCE ON THE OCEANUNIT 904 BLDG 1PER CDO BK/Pg.
504236AB0470	CEDAR GREEN LLC	3102 OMEGA OFFICE PARK	FAIRFAX	VA	22031		RENAISSANCE ON THE OCEANUNIT 905 BLDG 1PER CDO BK/Pg.
504236AB0480	BROWN,ARTHUR HAROLD	335 BOWER HILL RD	VENETIA	PA	15367		RENAISSANCE ON THE OCEANUNIT 906 BLDG 1PER CDO BK/Pg.
504236AB0490	VIVEK,SEETHARAMAN H/ECRASTA,JOVITA M	6001 N OCEAN DR #907	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 907 BLDG 1PER CDO BK/Pg.
504236AB0500	GRACE INVEST & TRADE,INC	6001 N OCEAN DR #1001	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 1001 BLDG 1PER CDO BK/Pg.
504236AB0510	TOZZI,JUDITH AJUDITH A TOZZI REV TR	6001 N OCEAN DR APT 1002	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 1002 BLDG 1PER CDO BK/Pg.
504236AB0520	HIMOT,HARRIS R	6001 N OCEAN DR UNIT 1003	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 1003 BLDG 1PER CDO BK/Pg.
504236AB0530	MICHEL DALLAIRE FAM TRNADEAUSYLVE TRSTEE ETAL	2818 LAURIER BLVD #2707	*QUEBEC CTY QC	CA	GIV 0	E2	RENAISSANCE ON THE OCEANUNIT 1004 BLDG 1PER CDO BK/Pg.
504236AB0540	BERGER,CLAUDIN & PAULINEBERGER,MELISSA ETAL	6001 N OCEAN DR #1005	HOLLYWOOD	FL	33019		RENAISSANCE ON THE OCEANUNIT 1005 BLDG 1PER CDO BK/Pg.
504236AB0550	ELIRO HOLDINGS USA CORP	7450 GRIFFIN RD STE 120	DAVIE	FL	33314		RENAISSANCE ON THE OCEANUNIT 1006 BLDG 1PER CDO BK/Pg.
504236AB0560	WERMUTH,DAVID	1160 PARK AVE APT 7D	NEW YORK	NY	10128		RENAISSANCE ON THE OCEANUNIT 1007 BLDG 1PER CDO BK/Pg.

504236AB0570	JEANNOT RAGNE TRACINE JEANNOT TRSTEE	6001 N OCEAN DR #1101	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1101 BLDG 1PER CDO BK/PG:
504236AB0580	LOUCASATHENA PATHENA P LOUCAS REV TR	6001 N OCEAN DR #1102	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1102 BLDG 1PER CDO BK/PG:
504236AB0590	ATBASHYAN EDWARDATBASHYAN JRINA	6001 N OCEAN DR #1103	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1103 BLDG 1PER CDO BK/PG:
504236AB0600	DURANT JACK & SCHMID LUISE	6001 N OCEAN DR #1104	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1104 BLDG 1PER CDO BK/PG:
504236AB0610	2010 IRREV TRGOLDFARB MARC I TRSTEE	524 NORTH AVE	NEW ROCHELLE	NY	10801	RENAISSANCE ON THE OCEANUNIT 1105 BLDG 1PER CDO BK/PG:
504236AB0620	EISEMAN RUBY	6731 N CENTRAL PARK AVE	LINCOLNWOOD	IL	60712	RENAISSANCE ON THE OCEANUNIT 1106 BLDG 1PER CDO BK/PG:
504236AB0630	NAZE WEST R	4 FOREST PK AVE	LARCHMONT	NY	10358	RENAISSANCE ON THE OCEANUNIT 1107 BLDG 1PER CDO BK/PG:
504236AB0640	ADAM M TZAGOURIS TRIZAGOURIS ADAM M TRSTEE	8209 GREY ABBY CT	DUBLIN	OH	43017	RENAISSANCE ON THE OCEANUNIT 1201 BLDG 1PER CDO BK/PG:
504236AB0650	PANCERA MARK J & TIFANY A	6001 N OCEAN DR #1202	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1202 BLDG 1PER CDO BK/PG:
504236AB0660	BALLERING TIMOTHY & CARMEN	6001 N OCEAN DR 1203	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1203 BLDG 1PER CDO BK/PG:
504236AB0670	SANDGAARD BIRGITTE	6001 N OCEAN DR #1204	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1204 BLDG 1PER CDO BK/PG:
504236AB0680	GOLDFARB FAM TRGOLDFARB PHILIP TRSTEE	524 NORTH AVE	NEW ROCHELLE	NY	10801	RENAISSANCE ON THE OCEANUNIT 1205 BLDG 1PER CDO BK/PG:
504236AB0690	BYLES WILLIAMS TINAWILLIAMS MCCULLOUGH III	226 W RITTENHOUSE SQ APT 1006	PHILADELPHIA	PA	19103	RENAISSANCE ON THE OCEANUNIT 1206 BLDG 1PER CDO BK/PG:
504236AB0700	ZAX HELAINE	6001 N OCEAN DR #1207	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1207 BLDG 1PER CDO BK/PG:
504236AB0710	MARTELLO MATTHEW D	6001 N OCEAN DR #1401	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1401 BLDG 1PER CDO BK/PG:
504236AB0720	FAURER MARTIN H/FAURER YARLIN	6001 N OCEAN DR #1402	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1402 BLDG 1PER CDO BK/PG:
504236AB0730	DENIS ROBTAILLE LIV TRROBTAILLE DENIS TRSTEE	1 BUL DE MAISONNEUVE O #1722	*MONTREAL QC	CA	H2X 0 E3	RENAISSANCE ON THE OCEANUNIT 1403 BLDG 1PER CDO BK/PG:
504236AB0740	CARLUCCI PAUL VPAL V CARLUCCI 2013 TR	6001 N OCEAN DR #1404	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1404 BLDG 1PER CDO BK/PG:
504236AB0750	SABLESAK WILLIAM J & SUSAN T	6001 N OCEAN DR #1405	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1405 BLDG 1PER CDO BK/PG:
504236AB0760	GORDON RITA H/GORDON RICHARD	6001 N OCEAN DR #1406	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1406 BLDG 1PER CDO BK/PG:
504236AB0770	REISS MARY JO	6001 N OCEAN DR #1407	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1407 BLDG 1PER CDO BK/PG:
504236AB0780	LIPSON ROCHELLE	6001 N OCEAN DR #1501	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1501 BLDG 1PER CDO BK/PG:
504236AB0790	THIBAUT JOCELYNE	153 RUE DES MELEZES	*GRANBY QC	CA	J21 1 Z6	RENAISSANCE ON THE OCEANUNIT 1502 BLDG 1PER CDO BK/PG:
504236AB0800	FRISK GEORGE & MARGARET	6001 N OCEAN DR UNIT 1503	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1503 BLDG 1PER CDO BK/PG:
504236AB0810	THIBEAULT MARLENE	201 DE LA COLLINE	*CHICOUTIMI QC	CA	G7H 2 K2	RENAISSANCE ON THE OCEANUNIT 1504 BLDG 1PER CDO BK/PG:
504236AB0820	FERNANDEZ CHARLES MEWELL LISA	6001 N OCEAN DR #1505	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1505 BLDG 1PER CDO BK/PG:
504236AB0830	FELLUCA KATHY FELLUCA ROBERT	PO BOX 90371	ROCHESTER	NY	14909	RENAISSANCE ON THE OCEANUNIT 1506 BLDG 1PER CDO BK/PG:
504236AB0840	SMALL NORTONNORTON SMALL REV INS TR	6001 N OCEAN DR #1601	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1601 BLDG 1PER CDO BK/PG:
504236AB0850	ZIRK CHRISTINE L & MARTIN CHRISTINE & MARTIN ZIRK REV TR	6001 N OCEAN DR #1602	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1602 BLDG 1PER CDO BK/PG:
504236AB0860	2010 IRREV TRGOLDFARB MARC TRSTEE ETAL	524 NORTH AVE	NEW ROCHELLE	NY	10801	RENAISSANCE ON THE OCEANUNIT 1603 BLDG 1PER CDO BK/PG:
504236AB0870	REGAN WILLIAM M & JUDITH J	6001 N OCEAN DR #1604	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1604 BLDG 1PER CDO BK/PG:
504236AB0880	TURNER MONICA	3225 ROYAL FERN PL	ROCKVILLE	MD	20852	RENAISSANCE ON THE OCEANUNIT 1605 BLDG 1PER CDO BK/PG:

504236AB0890	DIANA,CYNTHIA M H/EDIANA,DANIEL J	6001 N OCEAN DR UNIT 1606	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1606 BLDG 1PER CDO BK/Pg:
504236AB0900	JOSEPH,ALLEN & JOSEPH,ELLEN	15057 BUTTERCHURN LANE	SILVER SPRINGS	MD	20905	RENAISSANCE ON THE OCEANUNIT 1701 BLDG 1PER CDO BK/Pg:
504236AB0910	TAFT,HOWARDHOWARD TAFT REV TR	6001 N OCEAN DR #1702	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1702 BLDG 1PER CDO BK/Pg:
504236AB0920	M & M TRKESSLER,MICHAEL TRSTEE ETAL	6001 N OCEAN DR #1703	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1703 BLDG 1PER CDO BK/Pg:
504236AB0930	DALLAIRE,MICHEL	2818 BOLL LAURIER 2707	*QUEBEC QC	CA	GIV 0 E2	RENAISSANCE ON THE OCEANUNIT 1704 BLDG 1PER CDO BK/Pg:
504236AB0940	MILLER,STEVEN LSLIEDD,TONIA M	6001 N OCEAN DR #1705	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1705 BLDG 1PER CDO BK/Pg:
504236AB0950	MILLER,STEVEN LSLIEDD,TONIA M	6001 N OCEAN DR #1705	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1706 BLDG 1PER CDO BK/Pg:
504236AB0960	KISS,MATTHEW R H/KEISS,MARQUITA	6001 N OCEAN DR #1707	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT 1707 BLDG 1PER CDO BK/Pg:
504236AB0970	CHMIELINSKI,PAUL & JANE	6001 N OCEAN DR #PH1	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH1 BLDG 1PER CDO BK/Pg:
504236AB0980	BUTTERWORTH,MELISSA C	6001 N OCEAN DR #PH2	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH2 BLDG 1PER CDO BK/Pg:
504236AB0990	OVRUTSKY,BORIS	6001 N OCEAN DR #PH3	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH3 BLDG 1PER CDO BK/Pg:
504236AB1000	GROSSMAN,SOPHIA	6001 N OCEAN DR # PH-4	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH4 BLDG 1PER CDO BK/Pg:
504236AB1010	STERNLIEB,JACK JACK J STERNLIEB REV LIV TR	6001 N OCEAN DR #PH5	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH5 BLDG 1PER CDO BK/Pg:
504236AB1020	HERD,ADOLPHUS CROCKETTHERD,ADA	6001 N OCEAN DR #PH6	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANUNIT PH6 BLDG 1PER CDO BK/Pg:
504236AB1030	DAVIS,JOEL PAUL & DAVIS,ELIZABETH TOLL	6051 N OCEAN DR #301	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 301PER CDO BK/Pg:
504236AB1040	IANNONE,ROBERT & MARGARET H	6051 N OCEAN DR #302	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 302PER CDO BK/Pg:
504236AB1050	URTIAGA,CAROLINE	6051 N OCEAN DR UNIT 303	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 303PER CDO BK/Pg:
504236AB1060	DABACH,BELLEBELLE DABACH REV TR	6051 N OCEAN DR #304	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 304PER CDO BK/Pg:
504236AB1070	RUBENSTEIN,LORI SRUBENSTEIN,MARK	6051 N OCEAN DR #305	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 305PER CDO BK/Pg:
504236AB1080	BURROUGHS,MALVERN H/MALVERN C BURROUGHS TR ETAL	6051 N OCEAN DR #306	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 306PER CDO BK/Pg:
504236AB1090	MALVERN C BURROUGHS TRBURROUGHS,JANET M TRSTEE	6051 N OCEAN DR #306	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 307PER CDO BK/Pg:
504236AB1100	BEITSCH,DEBORA DORISPIENKAGURA,LEON	6051 N OCEAN DR #401	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 401PER CDO BK/Pg:
504236AB1110	SCHAUUBERG,JOEL & ELLENJOEL SCHAUUBERG REV LIV TR ETAL	6051 N OCEAN DR #402	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 402PER CDO BK/Pg:
504236AB1120	SIMONETTI,REV TR	2075 ROYCE ST	BROOKLYN	NY	11234	RENAISSANCE ON THE OCEANPHASE II UNIT 403PER CDO BK/Pg:
504236AB1130	YANOVER,FRANK & JANA	6051 N OCEAN DR UNIT 404	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 404PER CDO BK/Pg:
504236AB1140	ABRAHAM,RONALD H & EILEEN J	6051 N OCEAN DR #405	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 405PER CDO BK/Pg:
504236AB1150	ALDOUSANY,PATRICIA CORNNEILL	1407 ALEGRIANO AVE	CORAL GABLES	FL	33146	RENAISSANCE ON THE OCEANPHASE II UNIT 406PER CDO BK/Pg:
504236AB1160	PAPADAKIS,JOHN	6051 N OCEAN DR UNIT 407	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 407PER CDO BK/Pg:
504236AB1170	DOSMONTES,LLC	PO BOX 560162	MIAMI	FL	33256	RENAISSANCE ON THE OCEANPHASE II UNIT 501PER CDO BK/Pg:
504236AB1180	KATZ,MOISES JMOISES J KATZ REV LIV TR	6051 N OCEAN DR UNIT 502	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 502PER CDO BK/Pg:
504236AB1190	EMS & EMS LLC%JULIAN MORA HERRERA	6051 N OCEAN DR #503	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 503PER CDO BK/Pg:
504236AB1200	LISA J SAHLI REV TRSAHLI,LISA J TRSTEE ETAL	145 STONEBRIDGE RD	ST PAUL	MN	55118	RENAISSANCE ON THE OCEANPHASE II UNIT 504PER CDO BK/Pg:

504236AB1210	GRECOLINDA & THOMAS	274 LINDEN PARK PL	HIGHLAND PARK	IL	60035	RENAISSANCE ON THE OCEANPHASE II UNIT 505PER CDO BK/Pg.
504236AB1220	GORDON JEANJEAN GORDON TR	6051 N OCEAN DR #506	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 506PER CDO BK/Pg.
504236AB1230	SUTTER,SIDNEY & AYTAC	6051 N OCEAN DR #507	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 507PER CDO BK/Pg.
504236AB1240	SIMON,RONNI	6051 N OCEAN DR #601	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 601PER CDO BK/Pg.
504236AB1250	2013 TOTO FAM TRUSTTOTO,ANTONIO TRSTTEE	6051 N OCEAN DR #602	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 602PER CDO BK/Pg.
504236AB1260	DELVALLE,RAMONURENA,OFRA DIS	6051 N OCEAN DR #603	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 603PER CDO BK/Pg.
504236AB1270	JULIEN,PAUL & FRANCOISE LUSSIER	637 UNION ST	NEWPORT	VT	05855	RENAISSANCE ON THE OCEANPHASE II UNIT 604PER CDO BK/Pg.
504236AB1280	LAROCHE,DANIEL & MARJORIE	6051 N OCEAN DR #605	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 605PER CDO BK/Pg.
504236AB1290	SANCHEZ,JAINEASANCHEZ,SONIA	6051 N OCEAN DR #606	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 606PER CDO BK/Pg.
504236AB1300	ROCCO & THERESE M FAORO LIV TRFAORO,ROCCO & THERESE M TRSTTEE	8989 SAMARI PL	POWELL	OH	43065	RENAISSANCE ON THE OCEANPHASE II UNIT 607PER CDO BK/Pg.
504236AB1310	CAPERSE DOMINIC & KAREN E	6051 N OCEAN DR #701	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 701PER CDO BK/Pg.
504236AB1320	HSKE,ALAN & ADRIENNE	6051 N OCEAN DR #702	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 702PER CDO BK/Pg.
504236AB1330	RENAISSANCE 703 LLC	2519 GALLANO ST #703	CORAL GABLES	FL	33134	RENAISSANCE ON THE OCEANPHASE II UNIT 703PER CDO BK/Pg.
504236AB1340	SIMPSON,STELLA FAYE & FOREST V	6051 N OCEAN DR UNIT 704	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 704PER CDO BK/Pg.
504236AB1350	GREENWALD,SHERYL,SHERYL GREENWALD REV LIV TR	6051 N OCEAN DR #705	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 705PER CDO BK/Pg.
504236AB1360	MEADOR,DOTTI C & ROBERT B II	6051 N OCEAN DR #706	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 706PER CDO BK/Pg.
504236AB1370	DWOSKIN,STEVENSTEVEN DWOSKIN TR	6051 N OCEAN DR #707	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 707PER CDO BK/Pg.
504236AB1380	CRISCI,PETER C & DONNA ECRISCI,FLORIDA REALTY TR	6156 OLDE TAVERN RD	LEOMINSTER	MA	01453	RENAISSANCE ON THE OCEANPHASE II UNIT 802PER CDO BK/Pg.
504236AB1390	ROSENTHAL,BETTY	6051 N OCEAN DR #802	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 803PER CDO BK/Pg.
504236AB1400	HERNANDEZ,BRYAN KZHUNI	6051 N OCEAN DR #803	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 804PER CDO BK/Pg.
504236AB1410	AMAK BEACH LLC	701 DESTACADA AVE	CORAL GABLES	FL	33156	RENAISSANCE ON THE OCEANPHASE II UNIT 805PER CDO BK/Pg.
504236AB1420	J THIMOTHY & KATHRYN BURNS REV TRBURNS,KATHRYN A TRSTTEE	9208 YUKON AVE	SOUTH BLOOMINGTON	MN	55438	RENAISSANCE ON THE OCEANPHASE II UNIT 806PER CDO BK/Pg.
504236AB1430	MATLINS,ELLEN BMATLINS,NEIL M ETAL	6051 N OCEAN DR #806	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 807PER CDO BK/Pg.
504236AB1440	ESQUIER,JEAN	6051 N OCEAN DR #807	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 901PER CDO BK/Pg.
504236AB1450	BODEN,PETER BRIAN &BODEN,MIRIAM M	6051 N OCEAN DR UNIT 901	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 902PER CDO BK/Pg.
504236AB1460	GABRIEL JABBOUR REV TRJABBOUR,GABRIEL TRSTTEE	220 TONKABAY ROAD	EXCELSIOR	MN	55331	RENAISSANCE ON THE OCEANPHASE II UNIT 903PER CDO BK/Pg.
504236AB1470	GAYNOR DAVID JONATHAN	5255 COLLINS AVE #81	MIAMI BEACH	FL	33140	RENAISSANCE ON THE OCEANPHASE II UNIT 904PER CDO BK/Pg.
504236AB1480	LES PLACEMENTS MAR-MAR S E N C	6051 N OCEAN DR UNIT 904	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 905PER CDO BK/Pg.
504236AB1490	ALBANO,CARLACANN,GEORGE ETAL	6051 N OCEAN DR #905	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 906PER CDO BK/Pg.
504236AB1500	ANTONUCI,RICHARD & MARY S	726 HAMPTON ROADS DR	KNOXVILLE	TN	37934	RENAISSANCE ON THE OCEANPHASE II UNIT 907PER CDO BK/Pg.
504236AB1510	MARITA MENARD REV TRDUTTON,ROBERT TRSTTEE	345 CHEMIN	*DU TOUR LAVAL QC	CA	H7Y 1	RENAISSANCE ON THE OCEANPHASE II UNIT 1001PER CDO BK/Pg.
504236AB1520	GONZALEZ,CARLOSGONZALEZ,MARIA	6180 SW 132 ST	MIAMI	FL	33156	RENAISSANCE ON THE OCEANPHASE II UNIT 1001PER CDO BK/Pg.

504236AB1530	KING,NORMAN & HAMAKONORMAN & HAMAKO KING TR ET AL	6051 N OCEAN DR #1002	HOLLYWOOD	FL	33019	4622	RENAISSANCE ON THE OCEANPHASE II UNIT 1002PER CDO BK/Pg.
504236AB1540	MARTIN,ROBERTA S ROBERTA S MARTIN FAM TR	140 SILVER SPRINGS RD	MILFORD	PA	18337	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1003PER CDO BK/Pg.
504236AB1550	SAPER,JORDAN	40 S STANWICH RD	GREENWICH	CT	06831	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1004PER CDO BK/Pg.
504236AB1560	SHERRITON,JACALYN C STERN,JAMES L	6051 N OCEAN DR # 1005	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1005PER CDO BK/Pg.
504236AB1570	WINEFELD,GARY L	6051 N OCEAN DR #1006	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1006PER CDO BK/Pg.
504236AB1580	NEMERSON,JRIS GLAZER	6051 N OCEAN DR #1007	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1007PER CDO BK/Pg.
504236AB1590	STAWNYCZY-PROCKOW,DIANA L	6051 N OCEAN DR APT 1101	HOLLYWOOD	FL	33019	4624	RENAISSANCE ON THE OCEANPHASE II UNIT 1101PER CDO BK/Pg.
504236AB1600	RESTA,PAUL & SANDRA	265 BEACH 138 ST	ROCKAWAY PARK	NY	11694	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1102PER CDO BK/Pg.
504236AB1610	SHAH,PRAMODCHANDRA	29 BLUEJAY RD	LYNNFIELD	MA	01940	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1103PER CDO BK/Pg.
504236AB1620	GRAN KNEE LLC	6051 N OCEAN DR UNIT 1104	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1104PER CDO BK/Pg.
504236AB1630	PINTO,RENA	6051 N OCEAN DR #1105	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1105PER CDO BK/Pg.
504236AB1640	FULLER,JAYNE PENELOPE JPF 2013 LIV TR	6051 N OCEAN DR #1106	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1106PER CDO BK/Pg.
504236AB1650	FISHER,ELEANORE,ELEANORE G FISHER LIV TR	6051 N OCEAN DR UNIT 1107	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1107PER CDO BK/Pg.
504236AB1660	WOLPOWITZ,GHITA FAYEGHITA FAYE WOLPOWITZ REV TR	6051 N OCEAN DR #1201	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1201PER CDO BK/Pg.
504236AB1670	HODGES,ROBERT J & ANNE	6051 N OCEAN DR #1202	HOLLYWOOD	FL	33019	4612	RENAISSANCE ON THE OCEANPHASE II UNIT 1202PER CDO BK/Pg.
504236AB1680	4076991 CANADA INC	25 LES SORBIERS	* LAVAL QC	CA	H7R 1	E4	RENAISSANCE ON THE OCEANPHASE II UNIT 1203PER CDO BK/Pg.
504236AB1690	CARL & WANDA NAFZGER TRNAFZGER,CARL & WANDA TRSTEEES	3499 LANSDOWNE DR STE 207	LEXINGTON	KY	40517	1154	RENAISSANCE ON THE OCEANPHASE II UNIT 1204PER CDO BK/Pg.
504236AB1700	PUERTA DEL SOL INVEST LTD%JUAN E SERRALLES	201 S BISCAVNE BLVD #2600	MIAMI	FL	33131	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1205PER CDO BK/Pg.
504236AB1710	KEEGAN,KENNETH BRIAN	6051 N OCEAN DR #1206	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1206PER CDO BK/Pg.
504236AB1720	DIPENTIMA,RENATO ANTHONYDIPENTIMA,PATRICIA GILLESPIE	6051 N OCEAN DR UNIT 1207	HOLLYWOOD	FL	33019	4624	RENAISSANCE ON THE OCEANPHASE II UNIT 1207PER CDO BK/Pg.
504236AB1730	MCONALLY,DANIELMCONALLY BRIDGET	7 GREENFIELD DR	WARWICK	NY	10990	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1401PER CDO BK/Pg.
504236AB1740	PELLUCK,CAROLYN M	6051 N OCEAN DR #1402	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1402PER CDO BK/Pg.
504236AB1750	ELAZAR,MEIR	6051 N OCEAN DR #1403	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1403PER CDO BK/Pg.
504236AB1760	KLOSS,EDWARD A H/EKLOSS,ANTIONETTE	6051 N OCEAN DR #1404	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1404PER CDO BK/Pg.
504236AB1770	SIRLOFF,CHERI	6051 N OCEAN DR #1405	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1405PER CDO BK/Pg.
504236AB1780	LOIS SYLVESTER TRSYLVESTER,LOIS TRSTEE	100 ACADEMY DR	ALBUQUIPA	PA	15001	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1406PER CDO BK/Pg.
504236AB1790	ALLISON BRIMMER TRUSTEEMCKENZIE,KANDIS R TRUSTEE ETAL	6051 N OCEAN DR #1407	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1407PER CDO BK/Pg.
504236AB1800	LEJAN INVESTMENTS INC	2555 PONCE DE LEON BLVD FL 6	CORAL GABLES	FL	33134	6019	RENAISSANCE ON THE OCEANPHASE II UNIT 1501PER CDO BK/Pg.
504236AB1810	ULRICH,CANDI GAIL	6051 N OCEAN DR UNIT 1502	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1502PER CDO BK/Pg.
504236AB1820	TUTEJA LIV TRTUTEJA,HARVINDER K TRSTEE ETAL	6051 N OCEAN DR #1503	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1503PER CDO BK/Pg.
504236AB1830	KATZOFF,JAMES H & NANCY MAMES H KATZOFF REV TR ETAL	6051 N OCEAN DR UNIT 1504	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1504PER CDO BK/Pg.
504236AB1840	WOLFSTUART M & BONNIE	6051 N OCEAN DR UNIT 1505	HOLLYWOOD	FL	33019	29821/1290	RENAISSANCE ON THE OCEANPHASE II UNIT 1505PER CDO BK/Pg.

504236AB1850	GREENER,CAROL R CAROL R GREENER REV TR	6051 N OCEAN DR #1507	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1507PER CDO BK/Pg.
504236AB1860	RENAISSANCE 1601 LLC	6051 N OCEAN DR #1601	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1601PER CDO BK/Pg.
504236AB1870	GUZANICK,JAMES JGUZANICK,MARION L	6051 N OCEAN DR #1602	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1602PER CDO BK/Pg.
504236AB1880	MARKS ALLISON P	6051 N OCEAN DR UNIT 1603	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1603PER CDO BK/Pg.
504236AB1890	LOWENHAR,FREDO & IVONE	6051 N OCEAN DR #1604	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1604PER CDO BK/Pg.
504236AB1900	ADUT,SARAH	6051 N OCEAN DR UNIT 1605	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1605PER CDO BK/Pg.
504236AB1910	ALMA FLORIDA INVESTMENTS INC	6051 N OCEAN DR APT 1606	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1606PER CDO BK/Pg.
504236AB1920	D'ANGELO JOHN H/ENKIBRELL,RUSSELL	6051 N OCEAN DR 1701	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1701PER CDO BK/Pg.
504236AB1930	CLAUSMAN,JOSEPH R JR	6051 N OCEAN DR #1702	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1702PER CDO BK/Pg.
504236AB1940	TROPICAL ESTATE HOLDING LLC	17251 SW 12 ST	PENBROKE PINES	FL	33029	RENAISSANCE ON THE OCEANPHASE II UNIT 1703PER CDO BK/Pg.
504236AB1950	TENEYCK,SANDRA A	6051 N OCEAN DR #1704	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1704PER CDO BK/Pg.
504236AB1960	PEARL,SUSAN W & DOUGLAS B	6051 N OCEAN DR UNIT 1705	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1705PER CDO BK/Pg.
504236AB1970	KRAYER,ANTHONY CANTHONY C KRAYER REV TR	6051 N OCEAN DR #1706	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1706PER CDO BK/Pg.
504236AB1980	RAMERIC,DERIC D RAM REV LIV TR	6051 N OCEAN DR #1707	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II UNIT 1707PER CDO BK/Pg.
504236AB1990	MASSOLO,KAREN I KAREN I MASSOLO TR	6051 N OCEAN DR PH-1	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II PH1PER CDO BK/Pg.
504236AB2000	2013 TOTO FAM TRTOTO,ANTONIO M TRSTEE	6051 N OCEAN DR #PH2	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II PH2PER CDO BK/Pg.
504236AB2010	DUBINSKY,FELIXDUBINSKY,TANYA	6051 N OCEAN DR #PH3	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II PH3PER CDO BK/Pg.
504236AB2020	KYRIAKOUES,ANGELAKYRIAKOUES,CHARLES	18 SEREN CT	MUTTONTOWN	NY	11791	RENAISSANCE ON THE OCEANPHASE II PH4PER CDO BK/Pg.
504236AB2030	DECKEL,BAUM,GORDON & DEBORAH	6051 N OCEAN DR PH 5	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II PH5PER CDO BK/Pg.
504236AB2040	MAYER,MASHAMASHA MAYER REV TR	6051 N OCEAN DR #PH-7	HOLLYWOOD	FL	33019	RENAISSANCE ON THE OCEANPHASE II PH7PER CDO BK/Pg.
504236AC0010	DEFERONZO,RALPH ANTHONY	352 WALNUT ST #352	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 352PER CDO CIN# 11531 4069
504236AC0020	SOLOVYOV,VICTORIA	353 DESOTO ST #353	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 353PER CDO CIN# 11531 4069
504236AC0030	WOOD OSCAR EUGENE III	354 WALNUT ST #354	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 354PER CDO CIN# 11531 4069
504236AC0040	SULLUM,JONATHON & VICKI	355 DESOTO ST	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 355PER CDO CIN# 11531 4069
504236AC0050	TRM 7 LLC	348 DESOTO ST	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 348PER CDO CIN# 11531 4069
504236AC0060	ROSSI,MARK AROZNIK,MARCA L	349 PALM ST	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 349PER CDO CIN# 11531 4069
504236AC0070	SHERRITON,BRIAN K & JACQUELINE	350 DESOTO ST #350	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 350PER CDO CIN# 11531 4069
504236AC0080	HURT,RODRICK LAMONT	351 PALM ST	HOLLYWOOD	FL	33019	SEASIDE VILLAGE EAST CONDOUNIT 351PER CDO CIN# 11531 4069
504236AD0010	SOLOVYOV,VICTORIA	5900 N OCEAN DR #2N	HOLLYWOOD	FL	33019	SEASIDE VILLAGE WEST CONDOBLDG 5900 UNIT 2NPER CDO CIN# 115335509
504236AD0020	FEIGER,STEVEN & KATHY	5900 N OCEAN DR UNIT 2S	HOLLYWOOD	FL	33019	SEASIDE VILLAGE WEST CONDOBLDG 5900 UNIT 2SPER CDO CIN# 115335509
504236AD0030	SEASIDE OCEAN LLC	10145 BISCAVNE BAY LN	NAPLES	FL	34120	SEASIDE VILLAGE WEST CONDOBLDG 5900 UNIT 3NPER CDO CIN# 115335509
504236AD0040	KANTOR,JILL & SEYMOUR	5900 N OCEAN DR UNIT 3S	HOLLYWOOD	FL	33019	SEASIDE VILLAGE WEST CONDOBLDG 5900 UNIT 3SPER CDO CIN# 115335509

504236AD0050	SUAREZ,CHRISGRAHAMCOLLEEN	5900 N OCEAN DR #PH	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 5900 UNIT PHPER CDO CIN#
504236AD0060	SILVERMAN,BARRYBARRY SILVERMAN REV TR	6000 N OCEAN DR #2N	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6000 UNIT 2NPER CDO CIN#
504236AD0070	WEINSTEIN,ROBERT & SUSAN	6000 N OCEAN DR #2S	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6000 UNIT 2SPER CDO CIN#
504236AD0080	BEN,ANDREW SAMUEL	6000 N OCEAN DR #3N	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6000 UNIT 3NPER CDO CIN#
504236AD0090	SAN JUAN,JOSEPH GEORGE	6000 N OCEAN DR #3S	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6000 UNIT 3SPER CDO CIN#
504236AD0100	SOLOVYOV,VICTORIA	PO BOX 127	PERAMUS	NJ	07653	0127	SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT 2NPER CDO CIN#
504236AD0110	PATEL,DAXA M	6100 N OCEAN DR #2N	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT 2NPER CDO CIN#
504236AD0120	MOSNER,LEON FERNANDOCHMEL,SILVINA EDITH	6100 N OCEAN DR	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT 2SPER CDO CIN#
504236AD0130	BRENER,SANDRA ROSA JULIETASICORSKY ADRIAN	6100 N OCEAN DR #3N	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT 3NPER CDO CIN#
504236AD0140	FREEDMAN,BRIAN & DEBBIE	6100 N OCEAN DR #3S	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT 3SPER CDO CIN#
504236AD0150	MOSNER,LEON F	6100 N OCEAN DR #PH	HOLLYWOOD	FL	33019		SEASIDE VILLAGE WEST CONDOBLDG 6100 UNIT PHPER CDO CIN#
514201014083	TITF/DNR DIV REC & PARKSWESTLAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 B50% INT IN ALL LYING N ONLY R/W/L OF SHERIDAN ST & THATPT OF BLK 59 LYING WITHIN FOLDESC AREA: THE ELY EXT OF SLY/LOF BLK 42 TO MIDPOINT OF WESTLAKE,N ALG LINE PARA WITH E/L OFBLK 42 TO INTERSEC WITH N/L OFSHERIDAN ST,LESS SUBMERGED LANDLEASE DESC IN INSTR #118476213
514201019060	TITF/DNR DIV REC & PARKSWEST LAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 B50% INT IN ALL STREETS,DRIVES,BLVD,ALLEYS,WAYS,WALKS,AVES,PKWYS AND HWYS IN AND ADJ TOBLKS 11-42,71-102,145-169, LESSP/P/A ANNE KOLB NATURE CENTER161-16 BAND POR WITHIN SHERIDANST
514201021960	TITF/DNR DIV REC & PARKSWESTLAKE PARK STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 B1/2 INTEREST IN FOL DESC PROP-LOTS 1 THRU 19 BLK 159 & LOTS 1,3 THRU 19 BLK 160 & LOTS 1 THRU0,12,13,14,17 THRU 20 BLK 161 & LOTS 1 THRU 18 BLK 162 & LOTS 1,3 THRU 6,9 THRU 14,16 THRU 21 INBK 163 & LOTS 1 THRU 10,13 THRU16,18 THRU 22 BLK 164 & BLK 165LESS PAR #60,REC IN PG 17 PG 20C
514201022920	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 1 THRU 4,LESS E 40 THEREOFOR RD,100 BLK 172
514201023160	GROWER,CHARLES JACKSON	460 INDIAN CREEK DR	COCOA BEACH	FL	32931		BLK 172
514201023170	GROWER,CHARLES JACKSONALL SOULS' EPISCOPAL CHRCH FOUND	4025 PINE TREE DR	MIAMI BEACH	FL	33140		BLK 172
514201023180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 99 LESS W 40 FOR RD
514201023210	BOURST,LARRY	1717 WHITEHALL DR #101	FORT LAUDERDALE	FL	33324	6935	BLK 172
514201023220	TITF/DNR DIV REC & PARKS U LLOYD BCH STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 BTHE WEST 40 OF LOTS
514201023230	TITF/DNR DIV REC & PARKS U LLOYD BCH STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 3 LESS E 10 FOR ST
514201023240	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 4,5,7,8,9,10,11,ALL LESS E10 FOR ST RD BLK 173
514201023260	TITF/DNR DIV REC & PARKS U LLOYD BCH STATE REC AREA	3900 COMMONWEALTH BLVD	TALLAHASSEE	FL	32399	6575	HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 6 & 12,BOTH LESS E 10 FORST RD BLK 173
514201023430	HQS HOLDING CORP	10500 SW 67 AVE	MIAMI	FL	33156		HOLLYWOOD CENTRAL BEACH 4-20 BR/W AS PER R/W MAP B 2,PG. 11AND B 1, PG. 44
514201027190	MAKANI BEACH HOUSE DESOTO LLC	1965 S OCEAN DR #3R	HALLANDALE BEACH	FL	33009		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 25 THRU 29 LESS E 10 FORST RD,LOT 30 S 18IN OF W 75,00BLK 174
514201027220	ZELTSMAN,NELLIE S & MARAT	319 DESOTO ST	HOLLYWOOD	FL	33019	4501	HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 6,7,8 W 20 INCHES BLK 197

514201027221	CRUM,RACHEL M/H/331 DESOTO LLC	331 DESOTO ST	HOLLYWOOD	FL	33019	4501	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 8 LESS W 20 INCHES THEREOF,BLK 197
514201027230	STAYAS,DESOLO LLC	310 POLK ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 11 TO 14 BLK 197
514201027240	PEVSENER, HENRY & RAMSEY, RAMSEY AND HENRY	307 DESOTO ST	HOLLYWOOD	FL	33019	4501	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 15 BLK 197
514201027250	PEVSENER, L V TR	301 DESOTO ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 16,17 BLK 197
514201027260	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 18 TO 21 BLK 197
514201027280	NIRE HOLDINGS LLC	2925 AVENTURA BLVD #205	AVENTURA	FL	33180		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 22,23 BLK 197
514201027290	YESHOLA,EPHRAIMYESHOLA,ILIMOR	316 WALNUT ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 24 BLK 197
514201027300	VERA HOLDINGS LLC	1000 GRANDVIEW AVE #103	PITTSBURGH	PA	15211		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 25,26 BLK 197
514201027310	BOZHENA BASMANOV REV TRBASANOV,BOZHENA TRSIE ETAL	4 RUNNING BROOK LN	NEW CITY	NY	10956		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 27,28 BLK 197
514201027320	ZAYAS,BAZAN,CARMEN	330 WALNUT ST	HOLLYWOOD	FL	33019	4604	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 29 BLK 197
514201027330	ZAYAS,BAZAN,CARMEN	330 WALNUT ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 30 BLK 197
514201027331	BULLIS,JOHN ARTHUR	334 WALNUT ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 31 BLK 197
514201027340	ILLMANI 2010 LLC	18280 NE 7 CT	NORTH MIAMI BEACH	FL	33162		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 32 BLK 197
514201027350	WALNUT TEAM LLC	949 TYLER ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 33,34 BLK 197
514201027380	RIVERA,JORGEURBINA,GUMAR GABRIELA	5907 N OCEAN DRIVE	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 3 BLK 198
514201027390	LOUANI,5901 LLC	5901 N OCEAN DR	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 4 BLK 198
514201027400	BETHELL,THEODORE GORDONREILLY,MARY ELLEN	351 WALNUT ST	HOLLYWOOD	FL	33019	4603	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 5 BLK 198
514201027410	HARKINS,PHILIP	4595 BOCAIRE BLVD	BOCA RATON	FL	33487		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 6 BLK 198
514201027420	345 WALNUT LLC	PO BOX 2497	TYBEE ISLAND	GA	31328		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 7 BLK 198
514201027421	345 WALNUT LLC	PO BOX 2497	TYBEE ISLAND	GA	31328		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 8 BLK 198
514201027422	345 WALNUT LLC	PO BOX 2497	TYBEE ISLAND	GA	31328		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 9 BLK 198
514201027430	MAKANI BEACH HOUSE WALNUT LLC	1965 S OCEAN DR #3-R	HALLANDALE BEACH	FL	33009		HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 10 & 11 BLK 198
514201027431	HARKINS,PHILIP	4595 BOCAIRE BLVD	BOCA RATON	FL	33487		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 12 BLK 198
514201027460	FLORIDA MOTEL MARKET LLC	3 BLANCHE	HOLLARD DESORMEAUX QC	CA	H9B 2	G1	HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 15 TO 17 BLK 198
514201027470	FINCK,CHRISTOPHER J &RHODIS,FRANCISCA	301 WALNUT ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 18 BLK 198
514201027480	KNAPP,PATRICIA FAITH EST% ALBERT BRYAN	6510 SW 29 ST	MIAMI	FL	33155		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 19 BLK 198
514201027490	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 20 BLK 198
514201027500	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 21,22 BLK 198
514201027510	KHUGAEV,GEORGIEVICHBOKERIYA,OLGA LEONIDOVNA	302 BALBOA ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 23,24 BLK 198
514201027520	LEVY,DANIELLEVY,STEPHANIE	1180 S BEVERLY DRIVE SUITE 301	LOS ANGELES	CA	90035		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 25 BLK 198
514201027530	DANIA BEACH PROPERTIES LLC	12494 WILES RD	CORAL SPRINGS	FL	33076		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 26 BLK 198
514201027540	BROOKS,BRUCE WALKERHERNANDEZ BROOKS,YVETTE	324 BALBOA ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 27 BLK 198
514201027541	BALBOA BEACH HOUSE LLC	49390 LINCOLN SHIRE CT	CANTON	MI	48187		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 28 BLK 198
514201027550	PAYRAZIAN,VLAD KAREN	6839 S XANADU ST	CENTENNIAL	CO	80111		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 29 BLK 198
514201027560	MORRIS,PAUL MORRIS,STEPHANIE	336 BALBOA ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 30 BLK 198
514201027561	32800AKLAND LLC	7120 N BEACH DR	MILWAUKEE	WI	53217		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 31 BLK 198
514201027562	RUBENZER,WILLIAMRUBENZER,ZAHINESH	7120 N BEACH DR	MILWAUKEE	WI	53217		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 32 BLK 198
514201027570	JAVS CONSULTING INC	346 BALBOA ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 33 BLK 198
514201027580	SOLOVYOV,VICTORIA	PO BOX 127	PARAMUS	NJ	07653	0127	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 34 BLK 198
514201027590	FALLER,JOSEPH & HOPE	350 BALBOA ST	HOLLYWOOD	FL	33019		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 35 BLK 198
514201027600	TOMAS,MICHAEL A	356 BALBOA ST	HOLLYWOOD	FL	33019	4602	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 1,2 & 36 BLK 198
514201027620	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 3 S1/2 LESS W 10 FOR ST RD LOT 4 LESS W 10 FOR ST RD & LOT 5 N 1/2 LESS W 10 FOR ST RD BLK 199,TOG W/POR OF VAC ALLEYPER OR 42506/1970
514201027631	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 5 S1/2 LESS W 10 FOR ST RD BLK 199,W/POR OF VAC ALLEY PEROR 42506/1970
514201027633	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOTS 6 & 7,BOTH LESS W 10 FOR RD& LOT 8 LESS W 10,16 FOR R/W & LOT 9 N 20 LESS W 10,16 FOR R/W/BLK 199,TOG W/POR OF VAC ALLEYPER OR 42506/1970

514201027634	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BPART OF LOT 9 DESC'D AS COMM ATNE COR OF LOT 9,S 20 TO POB,CONTS 12.W ALG LINE 8 FT N OF & PARAWITH S/L LOT 9 FOR 93.82,N 11.95FT,W 29.01 TO LINE 10 E OF ANDPARA WITH W/L OF LOT 9,NLY ALGE R/W/L OF ST RD FOR 0.05 FTL ALG LINE 20 S OF & PARA WITHN/L LOT 9 FOR 122.83 TO POB
514201027790	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 22 BLK 199,TOG W/POR OF VACALLEY PER OR 42506/1970
514201027800	6085 OCEAN LLC	333 SE 2ND AVE STE 3588	MIAMI	FL	33131	2183	HOLLYWOOD CENTRAL BEACH 4-20 BLOT 23 BLK 199,TOG W/POR OF VACALLEY PER OR 42506/1970
514201027810	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 24 BLK 199,TOG W/POR OF VACALLEY PER OR 42506/1970
514201027820	6085 OCEAN LLC	333 SE 2 AVE #3588	MIAMI	FL	33131		HOLLYWOOD CENTRAL BEACH 4-20 BLOT 25 TO 27,28 LESS N 1/2 FORST RD A-1-A BLK 199,TOG W/POR OFVAC ALLEY PER OR 42506/1970
514201028250	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	HOLLYWOOD CENTRAL BEACH 4-20 BBLK 203 TOG WITH THAT PT OFOCEAN DR & THAT PT CAMBRIDGE STVACD BY CITY IN RES OR 17221/631,LESS PT K/A OCEAN DR REVISEDAKA: PART OF FAU PARCEL A TOGWITH THAT PT OF S1/2 OF SEC 36DESC AS COMM NE COR BLK 203,SLYALG E/L 53.45 TO POB,ELY 267.15W/L,SLY 149.24WLY 248.19,NLY
514201028270	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD CENTRAL BEACH 4-20 BBLK 205
514201028280	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	HOLLYWOOD CENTRAL BEACH 4-20 BBLK 206

Globe Engineering, Inc.

CIVIL ENGINEERING

LAND PLANNING

CONSTRUCTION MANAGEMENT

4839 SW 148 Avenue, Suite 507

Fort Lauderdale, FL 33330

Ph: 954-316-7628

www.civil-engineer.us

FBPE registry # 8604

STORM DRAINAGE CALCULATIONS FOR

Tiki Restaurant and Bar
65 North Beach Road
Dania Beach, FL

Revised 10/03/2022

Martin Pilote, State of Florida, Professional Engineer, License No. 55992
This item has been digitally signed and sealed by Martin Pilote, PE on
the date indicated here.
Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.

Digitally signed
by Martin

Pilote

Date:

2022.10.04

16:26:25 -04'00'

Martin Pilote
FLA. PE # 55992

Percolation test results are not part of Martin Pilote's certification (by others)

Globe Engineering, Inc.

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FBPE Registry # 8604

October 3, 2022

Storm Drainage Summary for Tiki Restaurant and Bar 65 North Beach Road Dania Beach, FL

INTRODUCTION

We are proposing a restaurant and bar project on previously developed property located at 65 North Beach Road, Dania Beach FL. The current property consists of an existing restaurant, wood deck, service parking and small Tiki Hut structure scattered throughout the property. The total project area is 0.668 acres. The City of Dania Beach owns the 0.668 acres. The restaurant developer will be leasing the property from the City. The proposed Tiki Restaurant and Bar are shown on C-1 (Paving, drainage, water and sewer plan).

EXISTING SURFACE WATER MANAGEMENT SYSTEM

The current property consists of an existing restaurant, wood deck, service parking and small Tiki Hut structure scattered throughout the property. The existing site grades and existing structures are shown on the survey.

The current wet season water table elevation from Broward County is 0.50 ft NAVD.

The future groundwater elevation from Broward County is 1.00 ft NAVD.

The future groundwater elevation is used in the drainage calculations.

One percolation test was performed in accordance with SFWMD procedures, which provide an average hydraulic conductivity as shown in the attached Exfiltration Trench calculations. Please refer to the attached Geotechnical Report (perc tests and soil borings).

PROPOSED SURFACE WATER MANAGEMENT SYSTEM

The proposed drainage improvements for the site consist of a series of inlets with exfiltration trench under the parking area.

Water quality treatment is provided within the exfiltration trench. Please refer to the attached Exfiltration Trench calculations.

Elevations shown on C-1 are ground floor level. The only structures on this level are storage areas, elevator shaft and stairwells. The "occupied" areas such as the restaurant, tiki bar, covered café and restrooms are on the 1st floor level. A section through the parking area, restaurant, café and Tiki bar is shown on sheet C-2. The lowest floor elevation on 1st floor level is 10.5' NAVD. See the attached Architect 1st floor plan (A1.10) for more information on floor elevations. The post-development stages are lower than the pre-development stages for all storm events analyzed as shown in the calculations.

LAND USE AND SOIL STORAGE

Refer to the attached drainage calculations for the existing and proposed Land Use and soil storage for the entire site.

FLOOD PLAIN

The 2014 FEMA flood zone is AE (EL 9.0 NAVD). Its panel number is 12011C0586H.

For this site, the Broward County 100 year – 3 day zero discharge map is 6.50' NAVD.

FINISHED FLOOR ELEVATION

As mentioned previously the lowest 1st floor level finished floor Elevation (FFE) is 10.50 ft.

DATE: 7/27/2022
REV: 9/30/2022
BY: DJC

Dania Tiki

Pre DEVELOPMENT STORMWATER MANAGEMENT CALCULATIONS

LAND USE BREAKDOWN			GRADING PARAMETERS			
LAND USE BREAKDOWN	ACRES	PERCENT %	V/L	START ELEV	END ELEV	CHANGE
Building	0.046	6.9%	L	7.20	7.20	0.00
Asphalt	0.025	3.7%	L	4.30	4.60	0.30
Wood Deck	0.062	9.3%	L	6.30	7.20	0.90
Misc Impervious	0.043	6.4%	L	4.70	6.00	1.30
Green	0.492	73.7%	L	3.75	5.80	2.05
TOTAL	0.668	100.0%				

avg low to avg high

STAGE-STORAGE CALCULATIONS							
Assume Linear Progression for all Areas							
STAGE (ft-NAVD)	Volume of Storage (ac-ft)						
	Building	0	Asphalt	Wood Deck	Misc Impervious	Green	TOTAL
1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.000
1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.000
2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.000
2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.000
3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.000
3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.000
4.00	0.00	0.00	0.00	0.00	0.00	0.01	0.008
4.50	0.00	0.00	0.00	0.00	0.00	0.07	0.069
5.00	0.00	0.00	0.01	0.00	0.00	0.19	0.203
5.50	0.00	0.00	0.03	0.00	0.01	0.37	0.404
6.00	0.00	0.00	0.04	0.00	0.03	0.60	0.669
6.50	0.00	0.00	0.05	0.00	0.05	0.85	0.950
7.00	0.00	0.00	0.06	0.02	0.07	1.10	1.245
7.20	0.00	0.00	0.07	0.03	0.08	1.19	1.368

Pre DEVELOPMENT STORMWATER MANAGEMENT CALCULATIONSProject Location Hydraulic Details

Design Water Level= 1.00
 Allowable Discharge* = N/A csm

Design Storm Rainfall Amounts

Storm Frequency	Rainfall (in.)		
	1 hr	24 hr	72 hr
3 year	x	x	
5 year	3.2	x	
10 year		8.50	11.6
25 year		10.50	13.0
100 year		14.00	18.0

Soil Storage Calculation

A. Total Pervious Area = 0.49 acres = 73.7%

B. Depth to Water Table = 3.8 feet

From SFWMD Permit Information Manual, Vol. IV, Figure E-1, For Coastal Soils, the Cumulative Available Soil Storage is:

C.
 $S_p = 7.45$ inches

D. Site Soil Storage (SSS) = $S_p \times (\text{Pervious Area} / \text{Total Area})$
 = 5.49 inches

E. Curve No. (CN) = $1000 / (SSS + 10)$
 = 65

Water Quantity Calculations

A. Calculate the Runoff in Inches.

$Q = (\text{Rainfall} - 0.2 \times \text{Soil Storage})^2 / (\text{Rainfall} + 0.8 \times \text{Soil Storage})$
 $Q_{5\text{yr-1hr}} = 0.58$ inches
 $Q_{10\text{yr-1day}} = 4.25$ inches
 $Q_{25\text{yr-3day}} = 8.15$ inches
 $Q_{100\text{yr-3day}} = 12.76$ inches

B. Calculate the Runoff Volume

$V = Q \times \text{Project Area (1 ft / 12 in)}$

$V_{5\text{yr-1hr}} = 0.03$ ac-ft
 $V_{10\text{yr-1day}} = 0.24$ ac-ft
 $V_{25\text{yr-3day}} = 0.45$ ac-ft
 $V_{100\text{yr-3day}} = 0.71$ ac-ft

C. Neglecting discharge and using the stage-storage chart and the calculated runoff volumes, the stages can be interpolated.

$\text{Stage}_{5\text{yr-1hr}} = 4.20$ ft
 $\text{Stage}_{10\text{yr-1day}} = 5.08$ ft
 $\text{Stage}_{25\text{yr-3day}} = 5.59$ ft
 $\text{Stage}_{100\text{yr-3day}} = 6.07$ ft

DATE: 7/27/2022
REV: 9/30/2022
BY: DJC

Dania Tiki

POST DEVELOPMENT STORMWATER MANAGEMENT CALCULATIONS

LAND USE BREAKDOWN			GRADING PARAMETERS			
LAND USE BREAKDOWN	ACRES	PERCENT %	V/L	START ELEV	END ELEV	CHANGE
Ground Structures(CrawlSpace,service stairs,beer room)	0.021	3.2%	V	5.75	5.75	0.00
New Sidewalk at ground level	0.025	3.7%	L	5.00	5.75	0.75
Pavement	0.148	22.1%	L	4.50	5.25	0.75
Exterior Stairs	0.004	0.6%	L	5.00	10.50	5.50
Green / pervious	0.467	69.9%	L	3.75	6.20	2.45
Landscape Terrace	0.004	0.6%	L	5.00	10.50	5.50
		0.0%	V	0.00	4.00	4.00
DRA Bottom	0.000	0.0%	V	0.00	0.00	0.00
TOTAL	0.668	100.0%				

Exfiltration Trench

3.28" x site area allowed in trench (Vtotal): 2.19 ac-in.
Vtotal = Vwq + Vadd
Vwq (see calcs on following pages): 0.67 ac-in
%WQ: 0.5
%WQ x Vwq: 0.334 ac-in
Vadd max: 1.523 ac-in.
FS: 2

Exfiltration Trench

$L_{max} = \frac{FS(\%WQ)(Vwq+Vadd)}{K \times (H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u}$
= 71.53 feet
Lactual = 95.00
Vwq = 0.67 ac-in. (from above)
 $Vadd_{actual} = [L \times (K \times (H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u)] / 2 - FS(\%WQ \times Vwq)$
= 2.1 ac-in = 0.178 ac-ft
Vtotal actual 2.5 ac-in. 0.206 ac-ft
Vtotal in stage storage computation (ac-in) = 2.466 ac-in
= 0.206 ac-ft

$V(ac-in) = L \times [K \times (H_2W + 2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4})WD_u]$
= 2.5 = 0.21 ac-ft

5 yr-1 hr

Exfiltration Trench Stage-Storage Calcs. (Assuming Linear Progression)	
Stage (ft)	Storage (ac-ft)
1	0.00
1.5	0.04
2	0.08
2.5	0.12
3	0.16
3.5	0.21

Max. Storage Credit= 0.18 ac-ft

Trench Characteristics

L= 95 ft
W= 10 ft
K (CFS/ft²)= 7.60E-04
H₂= 3.50 ft
D_u= 2.50 ft
D_s= 2.50 ft
Top of Trench Elev.= 3.50 ft-NAVD
Bottom of Trench Elev.= -1.50 ft-NAVD
Dry Retention Rim Elev.= 4.50 ft-NAVD

STAGE-STORAGE CALCULATIONS									
Assume Linear Progression for all Areas									
STAGE (ft-NAVD)	Volume of Storage (ac-ft)								
	Ground Structures (Crawl Space, service stairs, beer room)	New Sidewalk at ground level	Pavement	0	Exterior Stairs	Green / pervious	Landscape Terrace	Exfil. Trench	TOTAL
1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.000
1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.04	0.041
2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.08	0.082
2.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	0.123
3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.16	0.164
3.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.21	0.206
4.00	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.21	0.211
4.50	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.21	0.259
5.00	0.00	0.00	0.02	0.00	0.00	0.15	0.00	0.21	0.379
5.50	0.00	0.00	0.09	0.00	0.00	0.29	0.00	0.21	0.594
5.75	0.00	0.01	0.13	0.00	0.00	0.38	0.00	0.21	0.726
6.00	0.00	0.02	0.17	0.00	0.00	0.48	0.00	0.21	0.870

POST DEVELOPMENT STORMWATER MANAGEMENT CALCULATIONS

Project Location Hydraulic Details

Design Water Level=

1.00

Allowable Discharge* =

N/A

csm

Design Storm Rainfall Amounts

Storm Frequency	Rainfall (in.)		
	1 hr	24 hr	72 hr
3 year	x	x	
5 year	3.2	x	
10 year		8.50	11.6
25 year		10.50	13.0
100 year		14.00	18.0

Soil Storage Calculation

A. Total Pervious Area = 0.47 acres = 70.5%

B. Depth to Water Table = 4.0 feet

From SFWMD Permit Information Manual, Vol. IV, Figure E-1, For 'coastal', the Cumulative Available

C. Soil Storage is:

Sp = 8.17 inches

D. Site Soil Storage (SSS) = Sp x (Pervious Area/Total Area)
= 5.76 inchesE. Curve No. (CN)= 1000 / (SSS + 10)
= 63Water Quantity Calculations

A. Calculate the Runoff in Inches.

$$Q = \frac{(\text{Rainfall} - 0.2 \times \text{Soil Storage})^2}{(\text{Rainfall} + 0.8 \times \text{Soil Storage})}$$

Q_{5yr-1hr} = 0.54 inchesQ_{10yr-1day} = 4.12 inchesQ_{25yr-3day} = 7.97 inchesQ_{100yr-3day} = 12.56 inches

B. Calculate the Runoff Volume

$$V = Q \times \text{Project Area (1 ft / 12 in)}$$

V_{5yr-1hr} = 0.03 ac-ftV_{10yr-1day} = 0.23 ac-ftV_{25yr-3day} = 0.44 ac-ftV_{100yr-3day} = 0.70 ac-ft

C. Neglecting discharge and using the stage-storage chart and the calculated runoff volumes, the stages can be interpolated.

Stage_{5yr-1hr} = 1.4 ftStage_{10yr-1day} = 4.2 ftStage_{25yr-3day} = 5.15 ftStage_{100yr-3day} = 5.70 ft

Water Quality Calculations

A. Compute the first inch of runoff from the entire site.

$$\begin{aligned} &= 1 \text{ inch} \times \text{Total Area} \times (1 \text{ ft} / 12 \text{ in}) \\ &= 0.06 \text{ ac-ft} \quad (\text{CONTROLS}) \end{aligned}$$

B. Compute 2.5 inches times the percentage of imperviousness.

a. Site Area (SA), for water quality pervious/impervious calculations only

$$\begin{aligned} \text{SA} &= \text{Total Area} - (\text{roof} + \text{lake}) \\ &= 0.65 \text{ Acres} \end{aligned}$$

b. Impervious Area (IA), for water quality pervious/Impervious calculations only

$$\begin{aligned} \text{IA} &= \text{Site Area(SA)} - \text{Pervious Area} \\ &= 0.18 \text{ Acres} \end{aligned}$$

c. Percentage of imperviousness for water quality

$$\begin{aligned} \% \text{imp} &= (\text{IA} / \text{SA}) \times 100\% \\ &= 27.24 \% \end{aligned}$$

d. For 2.5 inches times percentage of imperviousness

$$\begin{aligned} &= 2.5 \text{ inches} \times \% \text{imp} \\ &= 0.68 \text{ inches} \end{aligned}$$

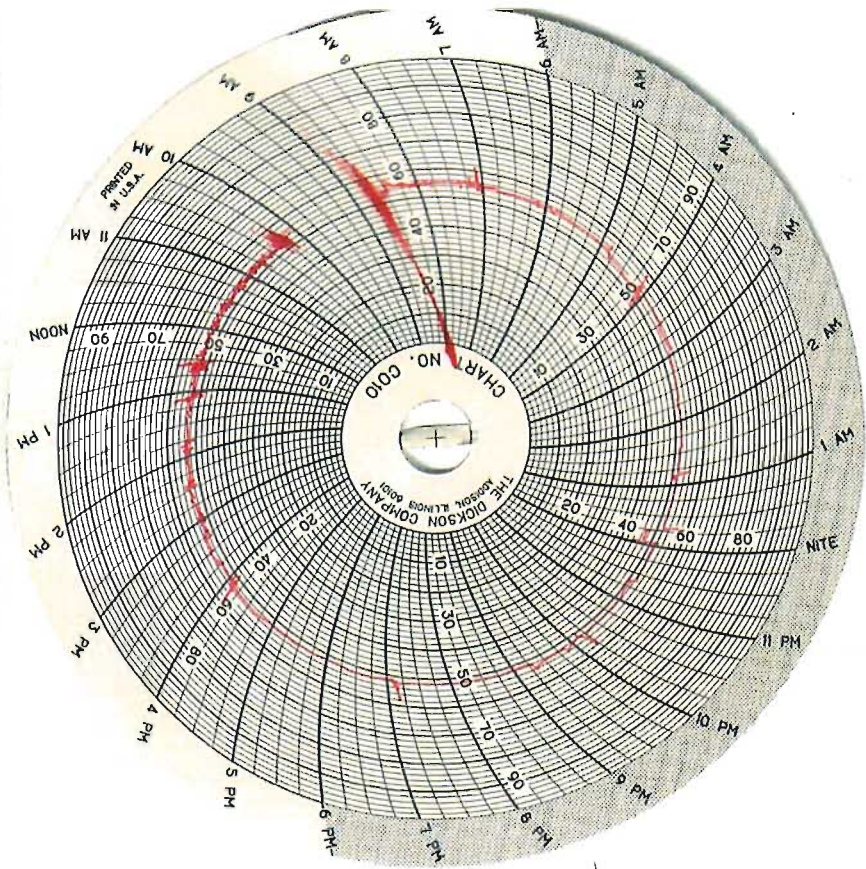
e. Compute volume required for quality detention

$$\begin{aligned} &= \text{inches to be treated} \times (\text{total} - \text{lake}) \times (1 \text{ ft} / 12 \text{ in}) \\ &= 0.038 \text{ ac-ft} \end{aligned}$$

C. Since the first inch of runoff over the entire site is greater than 2.5 inches times the percentage of impervious, the volume to be treated is:

$$\text{Volume to be treated} = 0.056 \text{ ac-ft}$$

The Water Quality Treatment is collected and stored in the exfiltration trench and dry retention areas
WATER QUALITY VOLUME MET AT ELEV. 3.00' NAVD





ECONOMY FIRE PROTECTION



954-925-0113

954-925-0114 Fax

www.ecofirepro.com

1300 Stirling Rd. #9B

Dania Beach, FL 33004

Flow Testing of Fire Hydrant

Location Name

Lucky Fish Restaurant

Address

65 North Beach Road

City

Dania Beach

Zip Code

33004

Contact Name

Christina Wantroba

Phone

9546431290

Performing the test:

Giorgio Del Tedesco

Date:

01/04/2023

Time:

10:30 AM

HYDRANT INFORMATION:

Location:

Proposed Site

Water Supplied By:

Hollywood

Flow Time:

2 Minutes

Purpose of Test:

Hydraulic calculation for Lucky Fish

Test Data:

Total Flow During Test (GPM):

1,020

Static (PSI):

52

Residual (PSI):

36

Hydrants

Hydrant #	Location
NA	Directly at proposed site
NA	Closest Hydrant North East of proposed site

Were all hydrants flushed?

Yes

Water appears clear with no debris?

Yes

Comments:

Completed by:

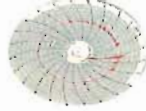
Giorgio Del Tedesco

Date:

01/04/2023

Thank you for your business

Deficiencies & Comments / Flow Testing of Fire Hydrant





DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

Miami, April 25, 2022

Mr. Martin Pilote, P.E.
GLOBE ENGINEERING, INC.
4839 SW 148th Avenue, Suite 507
Fort Lauderdale, FL 33330

Re: Property @
65 North Beach Road
Dania Beach, FL

Dear Mr. Pilote

Pursuant to your request, DYNATECH ENGINEERING CORP. (DEC) completed Percolation Tests on April 25, 2022 at the above referenced project. The purpose of our investigation was to help determine the hydraulic conductivity for storm drainage design.

The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test. In the event the test location is changed or the soil removed and replaced; the test results will need to be re-evaluated.

Groundwater was measured immediately at the completion of each boring and was found at an average depth of approximately 3'-6" below existing ground surface at the time of drilling. This immediate depth to groundwater level should not be relied upon alone for project design considerations. Existing ground surface elevation was not provided to us at the time of drilling. Design engineers must verify existing ground elevations as well as FEMA Flood and County highest and lowest groundwater elevation for their design. Fluctuation in water level is anticipated due to seasonal variations and run off as well as varying ground elevations construction dewatering and pumping activities in the area, king tides, flash flooding, storm surge and global warming. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed during construction. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall monitor and make sure that groundwater levels on adjacent properties are not adversely impacted due to the contractors dewatering activities. Specialty groundwater and water proofing contractors shall be consulted for all work below the groundwater level. All dewatering volume & effluent discharge must meet local, State & Federal requirements.

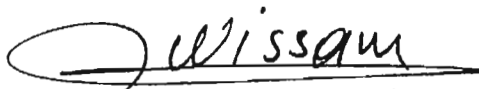
In case of existing structures, existing footings, new foundations and proposed drainage lines, provisions shall be made by the structural engineer, the civil engineer, and site contractor to protect all footings from future erosion, undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations. The drainage system installation depth and dimension must be verified in the field during construction.

Re: 65 North Beach Road, Dania Beach, FL

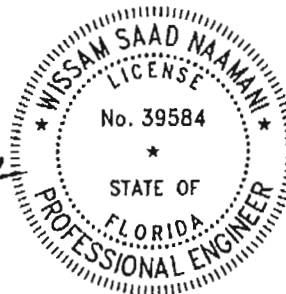
This report was prepared in compliance with the 2020 Florida Building Code, 7th edition. Site elevations were not provided to us for the test locations. Depths reported on the field boring logs represent the depth below existing ground surface as they existed on the date of drilling. In the event of subsequent filling, excavations or site work, the reported depths must be adjusted to represent proper depths.

The boring log (s) attached present (s) a detailed description of the soils encountered at test location (s). The soil stratification shown on the boring log (s) is based on the examination of the recovered soil samples and interpretation of the driller's field log (s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual. Regardless of the thoroughness of a geotechnical exploration there is always the possibility that conditions may be different from those of the test locations; therefore, DYNATECH ENGINEERING CORP. does not guarantee any subsoil conditions between the bore test holes. In accepting and using this report the client understands and accepts that all data from the borings are strictly for foundation analysis only and are not to be used for excavation or back filling estimates and pricing. Owner and site contractor must familiarize themselves with site conditions prior to bidding. Client recognizes that actual conditions in areas not tested by DEC may differ from those anticipated in DEC's report. Client understands and accepts that this can significantly increase the cost of construction for its future projects. Client agrees that DEC shall not be responsible or liable for any variations in the actual conditions of areas not tested by DEC. This report is not a Phase I and/or Phase II Environmental Site Assessments. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. The scope of services performed in the execution of this investigation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user. Said user must contact DEC in writing to verify applicability of this report for their use. All work must be conducted under the supervision of our geotechnical engineer. The discovery of any site or subsurface conditions during construction which deviate from the information obtained from our subsoil investigation is always likely and should be reported to us for our evaluation. All work shall be conducted in compliance with the Florida Building Code FBC and OSHA workers protection rules and all applicable Federal, State, County and City rules and regulations. In the event, changes, challenges and other value engineering opportunities occur without our knowledge, our recommendations may become compromised and geotechnical related issues may be misconstrued. Therefore, all geotechnical work shall be performed under our supervision to verify compliance with the intent of our recommendations.

Sincerely yours,



Wissam Naamani, P. E. 4-25-2022
DYNATECH ENGINEERING CORP.
Florida Reg. No. 39584
Special Inspector No. 757
Certificate of Authorization No.: CA 5491



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED
BY WISSAM SAAD NAAMANI, P.E. ON
THE DATE ADJACENT TO THE SEAL.

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SEALED AND THE SIGNATURE MUST
BE VERIFIED ON ANY ELECTRONIC
COPIES.

Wissam S
Naamani P.E.

Digitally signed by Wissam S
Naamani P.E.
Date: 2022.05.12 13:52:47 -04'00'

PERCOLATION TESTS



DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : April 25, 2022
CLIENT : GLOBE ENGINEERING, INC.
PROJECT : Property @
PROJECT LOCATION : 65 North Beach Road, Dania Beach, FL
LOCATION OF TEST : SAS
DIAMETER OF HOLE : 7"
TEST NO. : P-1

TEST DEPTH (feet)	0-10'
AVERAGE FLOW (GPM)	12.6
AVERAGE K (CFS/Sq. Ft-Ft Head)	7.2x10 ⁻⁴

* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 3'-6" Below existing ground surface.

SUBSURFACE INVESTIGATION

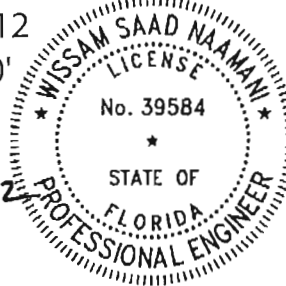
<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-1"	Asphalt
0'-1" to 2'-0"	Tan beach sand w/rock fragments and clay pieces
2'-0" to 3'-0"	Tan beach sand
3'-0" to 4'-0"	Dark brown beach sand w/silt
4'-0" to 10'-0"	Dark brownish gray silty beach sand

Wissam S
Sincerely yours,

Naamani P.E.

Digitally signed by
Wissam S Naamani P.E.

Date: 2022.05.12
13:53:08 -04'00'



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Wissam Naamani, P. E. 4-25-2022
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Florida Reg. No. 39584
Special Inspector No. 757
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* As a mutual protection to the clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval.



DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

PERCOLATION TEST ACCORDING TO S.F.W.M.D.

D.O.T. STANDARD TEST

DATE : April 25, 2022
 CLIENT : GLOBE ENGINEERING, INC.
 PROJECT : Property @
 PROJECT LOCATION : 65 North Beach Road, Dania Beach, FL
 LOCATION OF TEST : SAS
 DIAMETER OF HOLE : 7"
 TEST NO. : P-2

TEST DEPTH (feet)	0-10'
AVERAGE FLOW (GPM)	14.4
	-4
AVERAGE K (CFS/Sq. Ft-Ft Head)	8.23x10

* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 3'-6" Below existing ground surface.

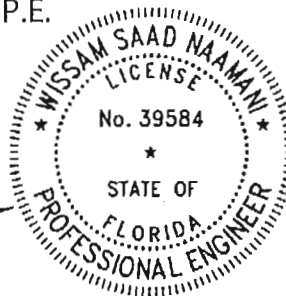
SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-6"	Topsoil and grass
0'-6" to 2'-0"	Dark brown sand w/organic stain
2'-0" to 4'-6"	Tan beach sand
4'-6" to 6'-0"	Brown silt
6'-0" to 10'-0"	Dark gray silty beach sand

Wissam S.
 Naamani P.E.

Digitally signed by
 Sincerely yours, Wissam S Naamani P.E.

Date: 2022.05.12
 13:53:21 -04'00'



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 BY WISSAM SAAD NAMANI, P.E. ON
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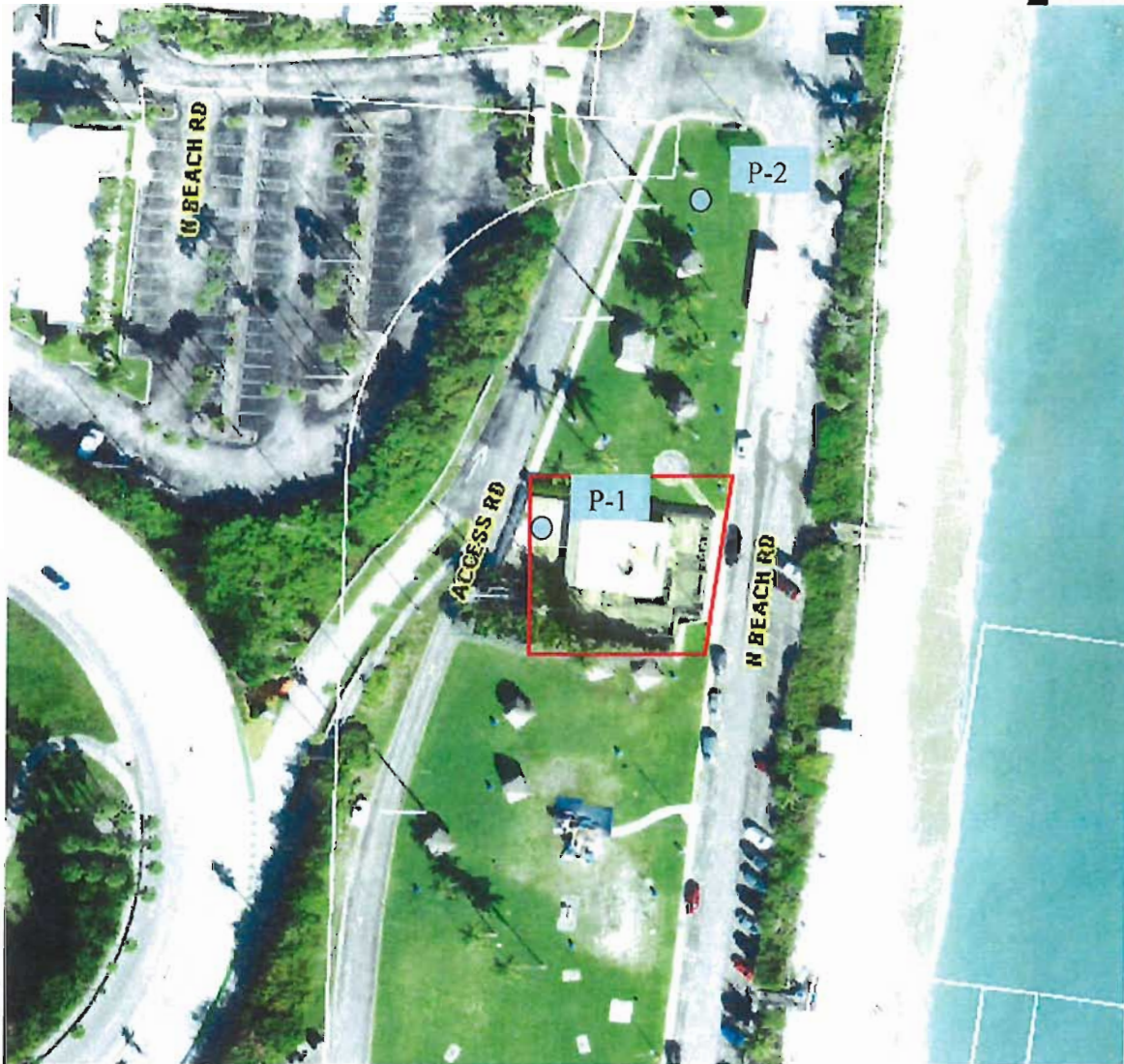
Wissam Naamani, P. E. 4-25-2022
 DYNATECH ENGINEERING CORP.
 Florida Reg. No. 39584
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 Certificate of Authorization No.: CA 5491

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SITE PLAN

○ P-# : Percolation Test Location

N



DYNATECH ENGINEERING CORP.

Client: Globe Engineering, Inc.

Scale: N.T.S.

Project: 65 North Beach Road, Dania Beach, FL

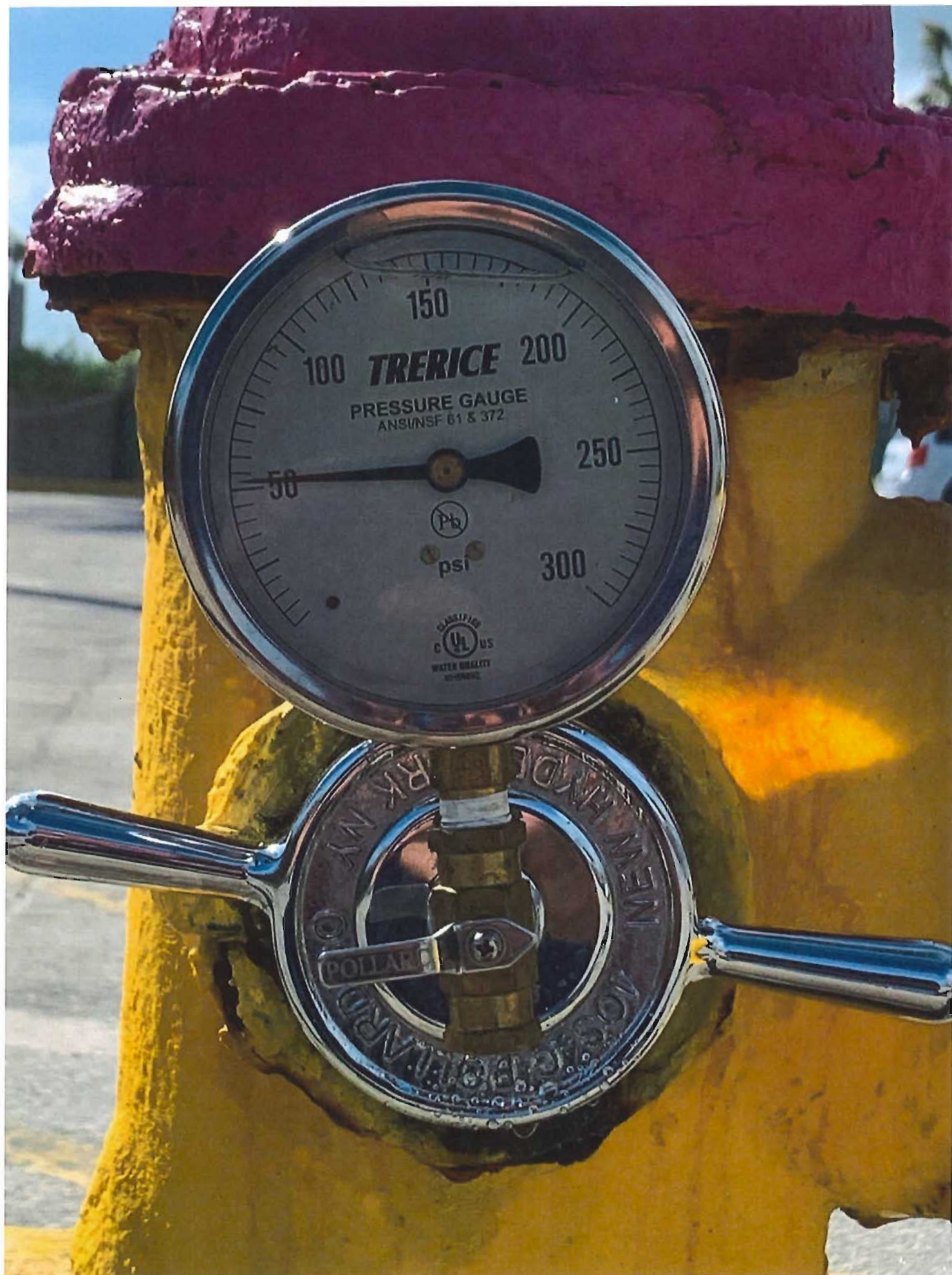
Date: April 25, 2022



Pollardwater
800-437-1146
03-4796 X

HydrantPro Gauge





LOUCKS ENGINEERING

(954) 938-1881
(954) 938 1884 fax

321 e. commercial blvd
ft. lauderdale
florida 33334

Preliminary Water and Sewer sizing

09/28/22

Tiki Restaurant and Bar
65 North Beach Road
Dania Beach Fl. 33004

This project is in the preliminary stage of design and site plan approval.
Please find the following estimated water service and sewer sizing for the above-mentioned project:

SANITARY FIXTURE UNIT CALCULATIONS – table 709.1

Fixture	FIXTURE UNITS	QTY	TOTAL FIXTURE UNITS
HCWC/WC	4	6	24
HCLAV/LAV	1	8	8
HCUR/UR	4	2	8
FS (FOR 3-COMP. SK)	6	1	6
HAND SIK	2	5	10
FS (FOR OTHER SINKS)	5	7	35
FS (FOR DW)	5	1	5
MS/SS/JS	2	2	4
TOTAL			100

WATER (FLUSH TANK) FIXTURE UNIT CALCULATIONS- table E103.3

Fixture	FIXTURE UNITS	QTY	TOTAL FIXTURE UNITS
HCWC/WC	5	6	30
HCLAV/LAV	1.5	8	12
HCUR/UR	5	2	10
ALL SINKS	3	14	42
MS/SS/JS	2.25	2	4.5
HB	-	6	-
TOTAL			98.5

WATER (FLUSH VALVE) FIXTURE UNIT CALCULATIONS- table E103.3

Fixture	FIXTURE UNITS	QTY	TOTAL FIXTURE UNITS
HCWC/WC	10	6	60
HCLAV/LAV	1.5	8	12
HCUR/UR	5	2	10
ALL SINKS	3	14	42
MS/SS/JS	2.25	2	4.5
HB	-	6	-
TOTAL			128.5

Based on the estimated fixtures for the project we have calculated the possible fixture units for both sanitary and water. Based on the estimated water fixtures units for the project we will use table E 103.3(3) for our estimated demand. For the flush tank demand of 98.5 fixture units we will have an estimated flow of 43.5 GPM. The flush valve demand for 128.5 fixture units we will have an estimated flow of 77 GPM. Based on table 709.1 with 100 fixture units a 4" sanitary pipe with 1/8" slope should be a minimum option.



Respectfully Submitted

LOUCKS ENGINEERING

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(954) 938 1884 fax

321 e. commercial blvd
ft. lauderdale
florida 33334

Preliminary Electrical service sizing

09/28/22

Tiki Restaurant and Bar
65 North Beach Road
Dania Beach Fl. 33004

This project is in the preliminary stage of design and site plan approval. Based on the size of the project and Information available we estimated the electrical service to be between 800 to 1200 amps. The larger spread is because the equipment has not been selected and could vary depending the final selection of the equipment.



LOUCKS ENGINEERING

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(954) 938 1884 fax

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ft. lauderdale
florida 33334

Water, Sewer, Trash calcs

12/09/22

Tiki Restaurant and Bar
65 North Beach Road
Dania Beach Fl. 33004

1. As per sheet A1.00 213 seat total for restaurant 213 seats for restaurant :

Sewer flow rate per muni-code 805-70

- restaurant less than 24 hour - 30 gpd / 213 seats = 6390 gpd.

Water flow rate as per muni-code 805-60

- restaurant less than 24 hour - 30 gpd / 213 seats = 6390 gpd.

Garbage generation as per muni-code 805-80

-restaurant 213 seats x 3 changes/day x 2lbs/day = 1278 lbs/day

Respectfully Submitted



January 20, 2023

CAP Government
100 SE 12th St
Ft. Lauderdale, FL 33316

RE: 2nd Review Comments Response
Project # 21-032
Lucky Fish Tiki Bar & Restaurant

3. Landscaping

1	Since this project is located on two parcels owned by the City but does not obligate all of both/align entirely with parcel boundaries, please draw show the agreed project limits on all Tree Disposition and Landscape sheets. (Tier 1) Updated Comment: Thank you for providing the project boundary on the drawings. However, it appears some of the southern buffer hedge and tree plantings are proposed outside this newly added line. Relocate these proposed landscape features within the project limits. Response: Reviewed Sheet LP-1. Plant material is within project limits.
2	Staff will be verifying the submitted tree survey/disposition plan and will advise of any required changes. Updated Comment: The submitted survey info for 8 existing coconut palms was sufficiently accurate, but the southern portion of the proposed project area contains a number of regulated tree resources that are not captured on the Tree Disposition Plan. Please use the markups below to update the submitted LE-1 sheet and provide responsible canopy mitigation calculations to match. Any responsible canopy not provided by excess proposed landscape needs to be paid to the tree trust fund. If the markups are not legible in this format, email dania.trees@metriceng.com for a separate .pdf version. Response: See Sheet LE-1, Palms #9-23 have been added, and Tree Disposition has been added.
4	Provide a landscape requirements data table to satisfy Sections 275-80(G) & (H). (Tier 1) Updated Comment: For applicable requirements in the requirements table, please reflect the actual quantities or linear footages proposed in the design, do not just state "complies". Reviewer needs to compare proposed to required so that any excess can be identified and attributed towards mitigation. Response: See Sheet LP-1, table has been revised.
5	Native/non-native/invasive comments: 1. Adjust the "Native" status for Muhly grass to identify it as a native species, 2. Identify Viburnum and Purple Crinum as non-native. 3. Beach Naupaka (<i>Scaevola toccada</i>) is a class I invasive species and may not be planted in the City. Consider the native version Inkberry (<i>Scaevola plumieri</i>) as an alternative.

	4. Specify which species of Agave is proposed (some are native and some are non-native. Also consider a safer alternative for public spaces due to dangerous thorns on some species) 5. Provide updated Native/non-native percentages once corrected to ensure compliance with Section 275-60. Updated Comment: Please discuss the appropriateness of Agave plantings adjacent to sidewalk on the east side of the project. The City may want alternative nonthorny species installed near high-traffic areas. Response: Revised to Giant Imperial Bromeliad
6	Include a relocation detail for the proposed coconut palms if the final design proposes palm relocation. Repeat Comment: Provide relocation notes/details for any/all trees to be relocated Response: Detailed Specifications and procedure have been illustrated on Sheet LP-3.
8	Identify buffer zones per Sections 275-90 (VUA buffers) and 275-120 (Commercial perimeter buffers). (Tier 1) Repeat Comment: Staff cannot locate the buffer dimensions or delineations that have supposedly been added to sheet LP-1 Response: Labels have been added to Sheet LP-1.
11	The proposed dumpster does not appear to satisfy landscape screening requirements in Section 275-170 (B). Revise the plan to provide the required screening on three sides. Updated Comment: If the proposed Viburnums shrubs north and east of the dumpster enclosure are intended as screening, then they must be 30" tall to satisfy Sec 275-170 (B) Response: See Sheet LP-1. Viburnum specification has been revised.
13	Per Sec. 275-80(M) and 275-190(M), provide an irrigation plan or a plan that meets Florida Friendly requirements to eliminate the need for irrigation. Updated Comment: Thank you for providing the irrigation plan for review. The proposed project mostly uses coastally adapted and drought-tolerant tree, shrub, and groundcover species, but indicates sodding with St. Augustine grass for all remaining landscape areas. St. Augustine grass needs extensive irrigation and is not salt tolerant. Given the location of the project and the City's recent Florida-friendly and xeriscaping initiatives, consider a more drought-tolerant/coastal-tolerant turf or other treatment that eliminates or limits irrigation needs to accent plantings areas only. Response: See Sheet LP-1 for revised species update to Paspalum notatum/Bahia Sod. See Sheet LI-1, irrigation has been revised to not irrigate paspalum areas.

19. DRC 2nd Zoning Review (Site Plan)

1	Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. Per Section 635-50, the following information is missing: (S) Location, character, size, height and orientation of proposed signs; including build signage details shown on plan elevations and method of illumination. (U) Existing and proposed public transit routes, bus shelter locations and easements for such shelters and proposed lay out of ROW, if necessary. compact and any spaced devoted to attendant parking, if permitted. Response: (S) See Proposed signs Enlarged details at new Sheet SP-2 (U) Transit public routes to remain the same, existing bus parking and bus
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	stop sign to remain. Project does not proposing new Bus shelter. Existing Helix Bike rack to be relocated, see SP-1 for new location .
2	Must submit application, application fee, justification statement based on criteria identified in the LDC, and any other documentation necessary for all Variances, Special Exceptions, Waivers, Design Variations, etc. needed for the project at time of Site Plan Submittal. Failure to do so will result in delay of the project. Updated Comment: Revise application to include notarized signature of property owner Response: Variances documentation will be provided along with fee delivered in person by permit expediter.
4	TIER 1 -UTILITIES: Identify projected water, sewer and solid waste demand for the project. Must provide documentation from Public Services, or Broward County as applicable, stating capacity is available to meet the projected demands prior to public hearing. 2 X Requested Response: See attached calculations from MEP engineer. (Broward country does not provide services, see comment 18)
5	TIER 2 -IMPACT FEES: Impact fees that will be required for the project are attached to these comments. Payment needed prior to issuance of a building permit. Response: Have not seen any invoices come from the city of Dania
6	TIER 1 - SIGNS: Provide copy of all signs for compliance review. 2 X requested Response: See new SP-2 for signs details
7	TIER 1 - LOADING: Per Section 270-20, 1 off-street loading space is needed. Space is identified partially within the required drive isle. Revise plans accordingly or request a variance. Each variance requires submittal of an application, \$2,000 application fee and justification criteria statement. Response: See Variance Section 270-20 loading zone to be used during non-operational hours only at Sheet SP-1, submittal application by owner/expediter
8	TIER 1 - Provide minimum bicycle parking requirements identified in Section 265-51. Identify calculations on site plan. 19 required, only 10 provided. Revise accordingly or request a variance. Each Variance requires submittal of an application, \$2,000 application fee & justification criteria statement. Response: 19 bicycles parking provided, see revised Sp-1 and A1.00 for Location.
11	TIER 1 - Per Section 5-18 entitled "Lighting requirements for marine turtle protection" must be followed for all lighting visible from the exterior of the building, including interior lighting. Identify on plans how these requirements are being met. 2X requested. Response: See revised elevations A4.10-A4.11 with turtle and wildlife lighting note and latest photometric attached complying with Marine turtle protection
15	TIER 1- Identify exterior building finishes to ensure finished material is durable and appropriate for the environment. 2X requested. Response: See elevations sheets A4.10 and A4.11 for exterior building finishes

16	COST RECOVERY: per Article 685, cost recovery funds may be utilized for various costs Response: Have not seen any invoices from 3rd party vendors for payment
17	TIER 1 Applicant must obtain a statement from the City Engineer or designee saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing. 2X requested Response: See Traffic Statement attached
18	TIER 1 Applicant must obtain statement from City Engineer or designee, stating that adequate water supply exists for this project. 2X requested Response: See attached. Provided by Expediter from the city engineer
19	TIER 2 - For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. Response: To be provided prior to commencement by contractor.
20	TIER 2 - For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. Response: To be provided prior to commencement by contractor.
22	TIER 1 - Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to clajoie@daniabeachfl.gov four (4) weeks prior to public hearing. Response: Per the city Attorney, Eve Boutsis, she has instructed the city to use the legal description already provided by the surveyor
24	TIER 1 - 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 w fabricate the sign and install. See guidelines at the end of this document. Response: Discussed verbally with the City (Mr. Candido Sosa-Cruz) on 1-18-2023 with Chris Moutos. This requirement has been removed.
25 Ownership Reach out to fence Designer (Chris to ask if this is necessary)	TIER 1 - Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. If proposing to use the City of Dania Beach's logo, the City Commission must approve its use at a public hearing. Provide screen detail with next submittal. Response: See attached design graphic for fence.
26	TIER 2 - Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning & Zoning) Response: No recovery balances provided to date
27 Ownership (Chris Moutos)	TIER 2 - PUBLIC ART PROGRAM: Per Article 811. New development and redevelopment in non-residential, mixed-use and multi-family zoning districts shall provide fee for the creation, acquisition and installation of public art in the city. a. Pay In-Lieu Public Art Fee: 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; or b. Combination of In-Lieu Public Art Fee and Placement of Art on Site: Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designed and conform to the adopted public art guidelines. Response: Ownership shall procure local artist and work with the city for review and approval.
28	Per Section 265-150 a minimum 25' driveway width is required at street connection; 22' provided. Revise accordingly or request a Variance. Each Variance requires submittal of an application, \$2,000 application fee & justification criteria statement. Response: See revised SP1 with a 28'-3" driveway width at street connection, minimum required 25' Variance is not required. Proposed new Park at southwest side will adjust sidewalk connection with our proposed site, City of Dania Beach owned land for both projects
29	Per Section 290-70(G) identify setback from closest point of dumpster enclosure to property line. Code requires 25-foot setback. Revise accordingly or request a Variance. Each Variance requires submittal of an application, \$2,000 application fee & justification criteria statement. Response: Variance Requested See section 290-70(G) at Sheet SP-1 and submittal application by owner/expediter
	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. FLOOD PLAN: Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans. Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.

17. Fire

	Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work. Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It
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	is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.
	Tier 1 COMMENTS During our plan review process, please provide the following:
1	Proof of Water Supply & Fire Flow Demand as follows: NFPA 1.18.3.1/NFPA 1.18.4.5.1-Provide waterflow results per Broward County Amendments 1. Fire Hydrant Flow Test- Water flow per Broward County Amendments F-112. Response: See attached report by Economy Fire Protection 2. Building Construction Type and Square Footage Response: See revised SP-1 for construction type and square footage 3. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer Response: No Fire Protection Sprinklers required. See attached fire flow report. 4. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) Response: No Fire Protection Sprinklers required. 5. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer). Response: Not applicable, fire sprinklers are not required
2	Sprinklers required per NFPA 101:12.3.5.2 2018 ED Sheet A1.0 Response: See revised Occupant load at sheet A1.0 where aggregate occupant load not exceed 300 per NFPA 101:12.3.5.2
3	Note: Tiki is demonstrated as wood construction not as 11B type Construction Sheet CV/SP-1 Response: Tiki Bar has a wood roof construction with heavy timber complying with section 2304.11 allowed by IIB construction type.
4	Sheet A1.0 occupant load must follow NFPA 101 7.3.1.2 2018 ED (Kitchen occupant load is incorrect) Response: See revised Occupant load at sheet A1.0
6	Water Supply Information as follows: SP-1: Missing distances more information is needed. 1. All existing and proposed water main sizes 2. Existing and proposed fire hydrant locations 3. Dimensions of the three nearest adjacent hydrants to the project site. 4. Locations of all fire department connections (Siamese and Fire Hose Valves on standpipes) on the interior and exterior of the building or structure (for buildings or structures with fire sprinkler systems) 5. Locations of all Post Indicating Valves or Underground Gate Valves, Double Detector Check Valves, etc. Response: 1. All water mains are existing, no new water main are proposed. 2. Existing fire hydrant locations are shown on the survey. No new fire hydrants are proposed. 3. Dimensions of the three nearest adjacent hydrants to the project site are shown on the survey. 4. No fire sprinklers are proposed. 5. No fire sprinklers are proposed.

FIRE HYDRANT FLOW TEST REQUIREMENTS

Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective January 21, 2020) to the Florida Fire Prevention Code (7 Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services. If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.

IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES

The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2018 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)

The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):
The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward

County Amendments to the Florida Fire Prevention Code (7th Edition), Section F-112, NFPA 13 (2016 Ed.) and NFPA 14 (2016 Ed.)

**Broward County Amendments to the Florida Fire Prevention Code
Amendments Effective January 21, 2020.**

F-112 – Automatic Sprinklers Required

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

1. Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291,

Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.

b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.

c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.

d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.

e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.

f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.

BROWARD SHERIFF'S OFFICE

DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES

FIRE MARSHAL'S BUREAU

DANIA BEACH DISTRICT

103 West Dania Beach Boulevard

Dania Beach, FL 33004

Phone: (954) 342-4262

Fax: (954) 342-4265

APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER

SUPPLY DESIGN

Date of Application: _____

Site Plan Application #: _____

Name of

Project/Development: _____

Address of

Project/Development: _____

Owner/Agent: _____

Design Professional of

Record: _____

Water

Purveyor: _____

Water Purveyor

Address: _____

Response: NOT APPLICABLE

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is ____ in accordance with NFPA 220.

Response: Type IIB

2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is _____ gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).

Response: Not applicable

3. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code.

(Attach signed and sealed document).

This will affirm that the above stated information and attached statement of

	verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water surveyor. _____ Signature - Owner/Agent/Occupant: Date _____ Signature – Design Professional of Record Date Response: Not applicable, fire sprinklers are not required
--	--

18. Engineering

	TIER 1 COMMENTS:
1	Please provide a response letter for following comments. Please give specific responses to the open issues, not generic responses such as "see plan" or "corrected". Responses to Tier 1 comments are only required at this time. Response: Understood
2	It appears that the survey has been updated to remove the existing sanitary sewer main that extends to the SE which was showing under the proposed building in the civil plan on the first submittal. Please clarify if the sanitary sewer main does existing the location previous shown, if it will be utilized, and / or will be abandoned and grouted in place. Response: There are no sanitary sewer existing or proposed under the building. The existing sanitary sewer pipe is 6" diameter and is to remain where it is.
3	If it is determined that there is an existing sanitary sewer main under the building then, please confirm if the line will be re-routed or grouted in place. Response: There are no sanitary sewer existing or proposed under the building. The existing sanitary sewer pipe is 6" diameter and is to remain where it is. No pipe is to be abandoned.
4	Please clarify if it is a sanitary sewer main or a lateral. Response: The existing sanitary sewer pipe is 6" in diameter, that makes it a lateral.
5	It appears that the sanitary sewer main has been rerouted where the project will connect to the main / lateral at the west side of the building; however, is shown as existing. Please confirm if this is the existing layout that was provided by the City of Hollywood or is a proposed connection. Response: We had a company do soft digs to locate the sanitary sewer, which resulted in determining that the GIS map provided by the City of Hollywood is incorrect: there is no 8" sanitary sewer main, but only a 6" sanitary sewer as shown in the location shown on the updated survey and civil plans. There is no sanitary sewer pipe under the building.
6	It does not appear that the water meters are shown on the Landscape Plan, LP-1. Please add them since there is proposed landscaping in that area. Response: See Water meter location on revised plans SP-1 and LP-1
7	SP-1 indicates proposed shrubs in the area, but the landscape plan does not. Please clarify. Response: Sheet SP-1 was revised, refer to Landscaping for Trees, Palms, shrubs or any type of landscape, SP1 is for reference only
8	Please confirm if there is a new sanitary sewer cleanout and please add to LP-1 and the civil plan C-1. Response: See revised LP-1 and C-1
9	Please confirm if there is a utility easement and please call it out on the plans. Response: Unknown. This site is owned by the City of Dania Beach and is to be

	leased from the City. Being City owned we see this site the same as if it was a right-of-way and therefore easements would not be needed.
10	Please indicate a new sidewalk adjacent to the site. Response: No new sidewalk
11	The site triangles were added to the plan. Please confirm if there is a line-of-sight conflict with the proposed dumpster enclosure. Response: See revised SP-1 for line of sight triangles
12	The site data in the drainage report indicates that the pervious area is 70.5% and Sheet SP-1 states 44.9%. Please clarify and revise the calculations if necessary. Response: See revised SP-1 for calculation clarification
13	Please provide cross-sections for all sides of the property to ensure the site retains the stormwater within the site per the corresponding elevation in the drainage report, and to include the construction of the new sidewalk. Response: The pre-developed drainage patterns show runoff gradually flows to the adjacent roadways. The majority of the developed site follows the same drainage pattern. Impervious areas at ground level are captured by the drainage system and discharge to the exfiltration trench. The developed area and adjacent road are both owned by the City and do not require a perimeter berm. The new park on the south side of our project designed by Kimley-Horn has the same design. All existing sidewalks are existing and in good conditions. No new sidewalk is proposed.
14	Please revise the plans to indicate that the existing driveway will be demolished, and a swale will be constructed. Please provide a cross section for this location. Response: We added notes to call out the areas to be demolished. There are currently is no swales adjacent to the existing pavement so it is not clear why one is needed as they are not required. The new park on the south side of our project designed by Kimley-Horn has the same design.
15	Please clearly indicate the ADA spaces, aisles, and accessway and provide additional grades at each end of the ADA space, access isles, and the sidewalk to ensure ADA standards are met, on and offsite. a. Please add the additional grades at each end of the space and isles to ensure the slope will be met. Response: The ADA spaces (one new and one existing) are called out and the ADA access way has been clearly identified (by cross hatch) and grades were added to drawing C-1.
16	In compliance with article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water, sewage and solid waste generations amounts in tabular format. a. Please add the solid waste generations to Sheet C-1. Response: See attached calculations from MEP engineer and C-1 with tabular information
	TIER 2 COMMENTS:

1	Any road cuts within the ROW for utilities connections, curb cuts and/or any other reason must be restored to the city's standards. Response: No road cuts in the ROW are proposed.
2	Demolition Plan and Erosion Control Plan and details are required at building Permitting. Response: The locations of the temporary gravel construction entrance and silt fences are shown on C-1. Erosion Control Details are shown on C-3
3	Additional comments may apply and will need to be addressed prior to Building Permit approval. Response: ok
4	The Site Plan approval shall be concurrent with variance approval(s). Response: See variances attached with this submittal
5	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. Response: Not required per the Deputy City Manager.
6	Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. Response: PMS are shown on C-1 and PMS details are shown on C-4.
7	All pavement markings shall be alkyd-based thermoplastic and fully retroreflectorized, per BCTED specifications with the exception of parking stall striping. Response: See note 14 on C-1
8	Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). Response: To be provided by the Contractor
9	Detail and complete engineering plans will be required prior to Building and R/W permit approval. Response: ok
10	Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. Response: There are no utilities conflicts with the proposed design.
11	Show also all existing and proposed utilities on the landscaping plans for potential conflicts. Response: See revised Landscaping plans
12	Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). Response: See new sheet SP-2 detail 1 for ADA stall comply and new note at A1.00 for handicap Accessibility route from parking to elevator
13	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. Response: Understood
14	Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit

	(South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, 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. Response: ok
15	A pre-construction meeting with Public Services is required. Please email hhenderson@cgasolutions.com to schedule. Response: ok
16	All ROW / PW inspections for the ROW permit must be requested via PSInspections@daniabeachfl.gov . Response: ok
17	Road closures require 3 weeks' notice and lane closures require 1 week notice. Please email hhenderson@cgasolutions.com for any road and / or lane closure. Response: ok
18	Please note that record drawings of the approved civil plans and an engineer's certification letter are required prior to requesting the final PW inspection. Please forward the documentation to hhenderson@cgasolutions.com for review and approval. Response: ok

4. Trip Generation

	Please provide a Trip Generation Statement prepared by a traffic engineer demonstrating that the project generates less than 50 peak hour trips, please also include the weekend peak hour generator as part of the statement. If the project generates 50 or more peak hour trips, please provide Diana White dwhite@cgasolutions.com a traffic impact study methodology memo for review and approval of the required traffic impact analysis. Sec 605.23 of City Code of Ordinances. Response: See Traffic Study Methodology attached Updated Comment: The provided traffic study methodology identifies the need for further discussion with city staff to provide a more realistic trip generation rate and/or multimodal trip reduction factor instead of using the ITE manual LUCs. All data and assumptions made to develop the trip generation, as well as directional distribution shall be documented. An approved methodology must be in place prior to the development of the trip generation statement or TIA. This comment will remain open. Response: See Traffic Statement attached
--	---

5. Parking

	Please provide on the site plan SP1, the parking calculation with the required number of parking stalls per city code and the number of stalls proposed. Response: See revised site plan for parking calculations and request for variance Updated Comment: According to Sec. 265-50 of the Code of Ordinances, the
--	---

	project requires 169 parking spaces. The Parking Spaces Table shown in SP-1 proposes a reduction of 92% of the total requirement. Please provide appropriate technical documentation and application for a parking variance. A parking study methodology to support such reduction must be discussed prior submitting a parking reduction study and all supporting documents. Response: See Variance Request Section 265-50 at Sheet SP-1, submittal application by owner/expediter
--	--

6. Parking

	The site plan does not identify handicap-accessible parking spaces. Please provide Handicap-accessible parking per Sec.265-20 of the city code of ordinance Response: See revised site plan SP-1 for location Updated Comment: Please add callouts labels identifying the parking stall dimensions on the plans and details. Response: See revised SP-1 and new sheet SP-2 for additional dimensions and enlarged details.
--	---

7. Signing & Marking

	Please provide a Signing and Pavement Marking Plan prepared by a registered engineer in the State of Florida. Also, please include details of striping for the parking stalls. Dimensions shall meet the requirements of the City of Dania Beach Code of Ordinances. Plans shall demonstrate safe and adequate access for an acceptable traffic operation Response: Please see Sheets C-1 Updated Comment: Provide a (R3-5r) Right-Turn only sign along with a right-turn pavement marking arrow to service the egress travel lane out of the site. Also, include an R6-1r "One-Way" only sign on the landscaped median facing outbound traffic. North Beach Road operates as a one-way lane adjacent to the proposed access driveway. Response: These are shown on C-1
--	--

8. Site Circulation

	Dead End parking aisles are prohibited under the Dania Beach Land Development Code, Sec. 265-110 (C) (7) which reads as follows: "Dead-end parking aisles are prohibited, except where a double-loaded dead-end aisle serves fewer than twenty-one (21) parking spaces and a turnaround area is provided that will accommodate a threepoint turnaround, or where the number of parking spaces in the double-loaded deadend aisle is ten (10) or fewer (AASHTO "P" Design Vehicle)." Please provide an auto-turn exhibit demonstrating that enough turn around area is being provided to accommodate a three-point turn. Response: See Revised Site plan for dead end and 3 point turnaround location Updated Comment: Not satisfied. Please provide an auto-turn exhibit demonstrating that enough maneuvering area is being provided for the design vehicle to make a 180 degree turn to turn back out and exit the site after reaching the eastern most limits of the parking-lot area Response: See autoturn attached with this submittal
--	--

9. General

	Sec.270-10 of the code of ordinances, defines a loading space as six (6) feet in length greater than the largest vehicle expected to be accommodated, but not
--	--

	smaller than twelve (12) feet in width and twenty-five (25) feet in length, with fourteen (14) feet of minimum vertical clearance. Please provide the width and length of the loading space on the site plan as per city requirements. Response: See revised site plan SP-1 for loading Zone location Updated Comment: Not satisfied, according to city code Sec. 265-110. C.3 of the code of ordinances a minimum of 24-wide for a parking aisle must be provided for drive-aisles that requires access for emergency vehicles, garbage trucks, or trucks moving to or from a loading area. The proposed parking drive-aisle minus the loading zone is much less than the 24-foot required by code. Please address this issue. Response: See Variance Section 270-20 loading zone to be used during non-operational hours only at Sheet SP-1, submittal application by owner/expediter
--	--

10. Site Circulation

1	Sec. 265-110.C.3 of the code of ordinances states If a parking aisle requires access for emergency vehicles, garbage trucks or trucks moving to or from a loading area, that parking aisle shall be at least twenty-four (24) feet wide. Please ensure that a 24-footwide drive aisle is met after the loading space assignment. Response: The Parking aisle does not require access Updated Comment: Not satisfied, as the parking drive aisle does require access by trucks moving to or from a loading area Response: See autoturn attached with this submittal
---	---

11. Site Circulation

	Please provide auto turn exhibit for the delivery trucks accessing and existing the loading area. Please include a brief description of the design vehicle Response: See requested variance for loading zone adjustment. Variance to include limited site space. Updated Comment: No auto turn exhibit was provided, furthermore there were no documents or applications uploaded for a variance with this submittal Response: See autoturn attached with this submittal
--	---

14. General

	Please note that the westernmost corner of the access driveway on plan sheet SP-1 shows the proposed curb and a section of the proposed asphalt outside of the limits of the project. Please clarify and make the necessary modifications. Response: See revised Site plan SP-1 Updated Comment: Not addressed. The plans still show the portion of the curb and access driveway outside of the property lines, please provide the necessary easement or agreement from the adjacent property owner.
--	---

	Response: This comment is eliminated per the deputy city manager
--	---

15. Parking

	Bicycle parking is required for all land uses. Please provide the required number of bicycle parking spaces for the site. Sec. 265-51. - Minimum offstreet bicycle parking requirements. Response: See revised Site plan SP-1 Updated Comment: Lease provide a narrative or exhibit that describes the access to the provided bicycle parking. Additionally, the number of bicycle spaces for the site is less than the required by code. Please address this issue. Response: See revised SP1 with 19 bicycle parking provided and A1.00 for location and access
--	--

Sincerely,

Juan C. Linares
RWB / Linares Architecture, Inc.

Lucky Fish
Tiki Restaurant and Bar
65 North Beach Road
Dania Beach, Florida

TRAFFIC STATEMENT

prepared for:
RWB / Linares Architecture, Inc.

KBP CONSULTING, INC.

January 2023

Lucky Fish

Tiki Restaurant and Bar

65 North Beach Road
Dania Beach, Florida

Traffic Statement

January 2023

Prepared for:

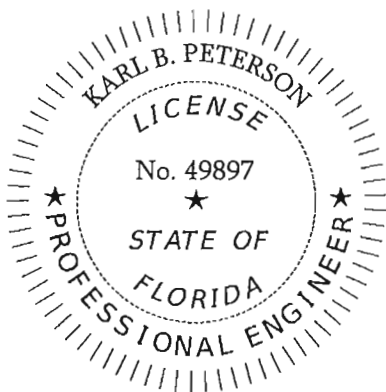
RWB / Linares Architecture, Inc.

Prepared by:

KBP Consulting, Inc.

APPROVED BY:

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED
AND SEALED BY:



Karl B Peterson
2023.01.06 18:20:42 -05'00'

ON THE DATE ADJACENT TO THE SEAL.
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST
BE VERIFIED ON ANY ELECTRONIC COPIES.

KBP CONSULTING, INC.
8400 N. UNIVERSITY DRIVE, SUITE 309
TAMARAC, FLORIDA 33321
PH: 954-560-7103
KARL B. PETERSON, P.E. NO. 49897

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INTRODUCTION

There is a former restaurant site located on the west side of North Beach Road (southbound lane) approximately 250 feet north of Cambridge Street in Dania Beach, Broward County, Florida. More specifically this site is located at 65 North Beach Road and the Broward County Parcel ID Number is 5042 36 00 0050. This site is proposed to be redeveloped with a new tiki restaurant and bar. The location of this project site is illustrated in Figure 1 on the following page.

KBP Consulting, Inc. has been retained by RWB / Linares Architecture, Inc. to prepare a traffic statement in connection with this proposed restaurant development. This study addresses the vehicular traffic volumes expected to be generated by the proposed land use and the projected turning movement volumes at the project driveway.

This traffic study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Driveway Assignment
4. Summary & Conclusions

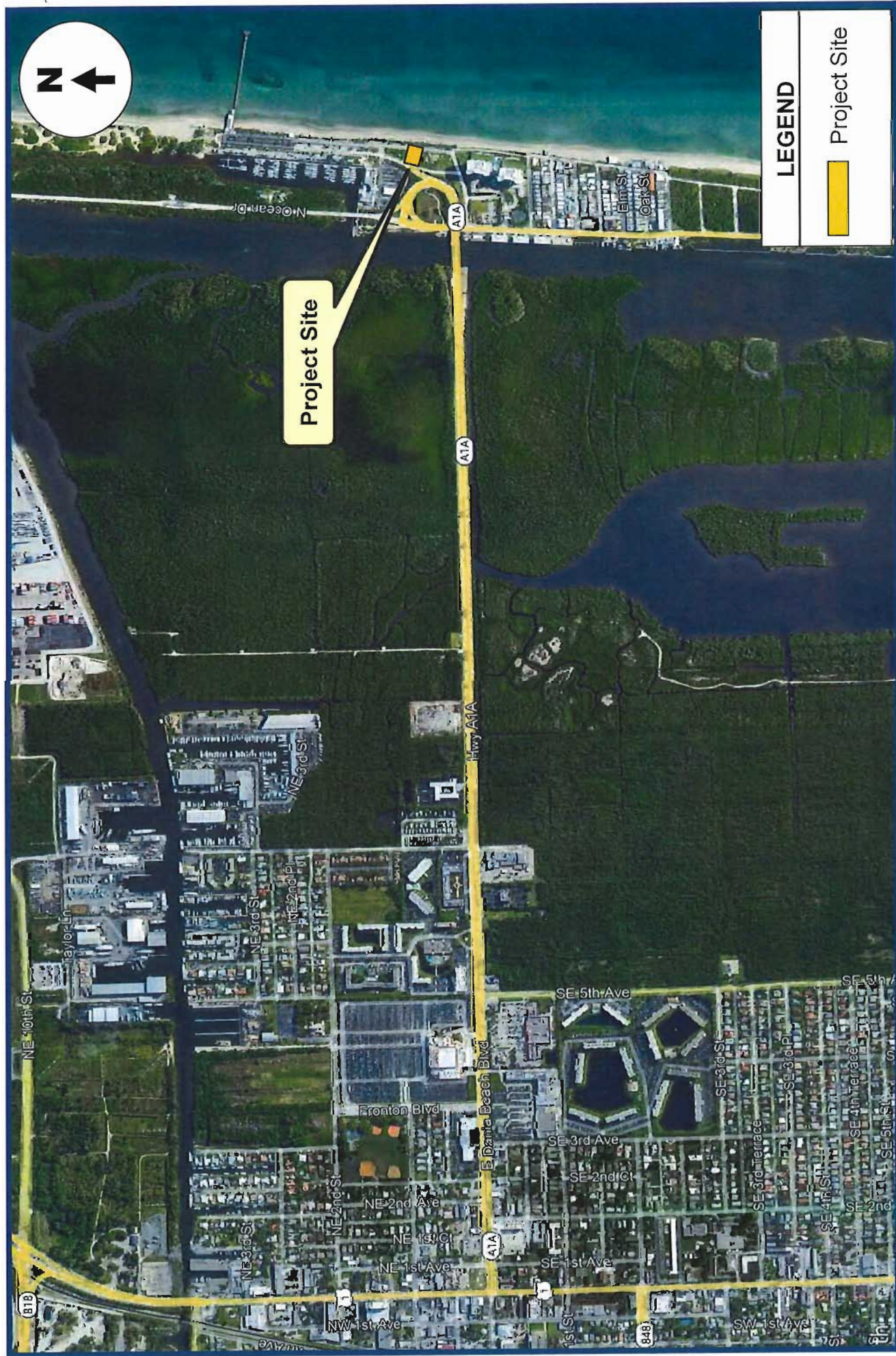


FIGURE 1
Lucky Fish
Dania Beach, Florida

KBP
CONSULTING, INC.

INVENTORY

Existing Land Use and Access

The total land area of the site is approximately 0.70 acre (+/- 30,501 square feet). The former restaurant building has an approximate area of 1,907 square feet and vehicular access to a loading / delivery area is provided on the west side of the site. The previous restaurant (the Dania Beach Grill) was closed in the Spring of 2019 and the site has been vacant ever since.

Proposed Land Use and Access

The subject site will be redeveloped with a 9,678 square foot tiki restaurant and bar. The total seating capacity will be 213 seats. This restaurant will be open seven (7) days per week and will serve breakfast, lunch, and dinner. Vehicular access to the site will be provided via one (1) driveway on the northbound lane on North Beach Road. It is projected that this building will be constructed in a single phase and the build-out year will be 2024. Appendix A contains the preliminary floor plans and the area calculations for the proposed development.

Roadway System

State Road A1A is located immediately west of the subject site. This state-maintained roadway provides access to downtown Dania Beach to the west and to the coastal portions of

TRIP GENERATION

It is anticipated that the proposed Lucky Fish restaurant and bar will exhibit trip generation characteristics that will be significantly different from most restaurants located in typical suburban / urban settings. The site will only have 13 parking spaces and will rely upon the surrounding public parking spaces to meet their parking demand. Furthermore, the site is located across the street from the beach and a short walk from the City of Dania Beach Marina and Pier. As a result, it is anticipated that many of the future customers will be in the area for other primary purposes (e.g. beach activities, fishing, biking, boating, etc.) and will access the Lucky Fish by walking or biking. Therefore, the land uses and trip generation data contained within the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (11th Edition)* do not appear to be applicable to or representative of this site and its proposed use.

During discussions with the Applicant, it was learned that they have a nearly identical restaurant and bar (the Lucky Fish Pompano Beach) located at 222 North Pompano Beach Boulevard. This site is located on the beach at the City of Pompano Beach Pier, has no on-site parking and is open seven (7) days per week for breakfast, lunch, and dinner. The total floor area is approximately 9,200 square feet and the seating capacity is 225 seats. Given the similarity of this site with that of the proposed site in Dania Beach, it was determined that trip generation data could be collected at this site and applied to the Dania Beach site. The trip generation data was collected on a Friday and a Saturday in December between the hours of 7:00 AM to 9:00 AM, 11:30 AM to 1:30 PM and 4:00 PM to 6:00 PM. The results of this data collection effort are presented in Appendix B.

As indicated by the data and corresponding field observations, most of the patrons of the Lucky Fish in Pompano Beach arrive by walking or biking and are in the area for another primary purpose (such as fishing on the pier, swimming or sunbathing). It is anticipated that the site in Dania Beach will function in a nearly identical manner. The data was analyzed for the purposes of identifying AM, Mid-Day, and PM peak hour *vehicle* trip generation rates that can be applied to the proposed restaurant site in Dania Beach. The results of this analysis are presented on the following page.

- **Weekday**

- AM Peak Hour: 0.027 vehicle trips / seat (100% in / 0% out)
- Mid-Day Peak Hour: 0.058 vehicle trips / seat (62% in / 38% out)
- PM Peak Hour: 0.044 vehicle trips / seat (50% in / 50% out)

- **Saturday**

- AM Peak Hour: 0.022 vehicle trips / seat (100% in / 0% out)
- Mid-Day Peak Hour: 0.022 vehicle trips / seat (80% in / 20% out)
- PM Peak Hour: 0.036 vehicle trips / seat (62% in / 38% out)

Utilizing the trip generation rates above developed from data collected at the comparable Lucky Fish site in Pompano Beach, a trip generation analysis was undertaken for the proposed Lucky Fish Tiki Restaurant and Bar in Dania Beach. The results of this effort are documented in Table 1 below.

Table 1 Lucky Fish Tiki Restaurant and Bar Trip Generation Analysis Dania Beach, Florida										
Land Use	Size	AM Peak Hour Trips			Mid-Day Peak Hour Trips			PM Peak Hour Trips		
		In	Out	Total	In	Out	Total	In	Out	Total
Weekday										
Restaurant & Bar	213 Seats	6	0	6	7	5	12	5	4	9
Saturday										
Restaurant & Bar	213 Seats	5	0	5	4	1	5	5	3	8

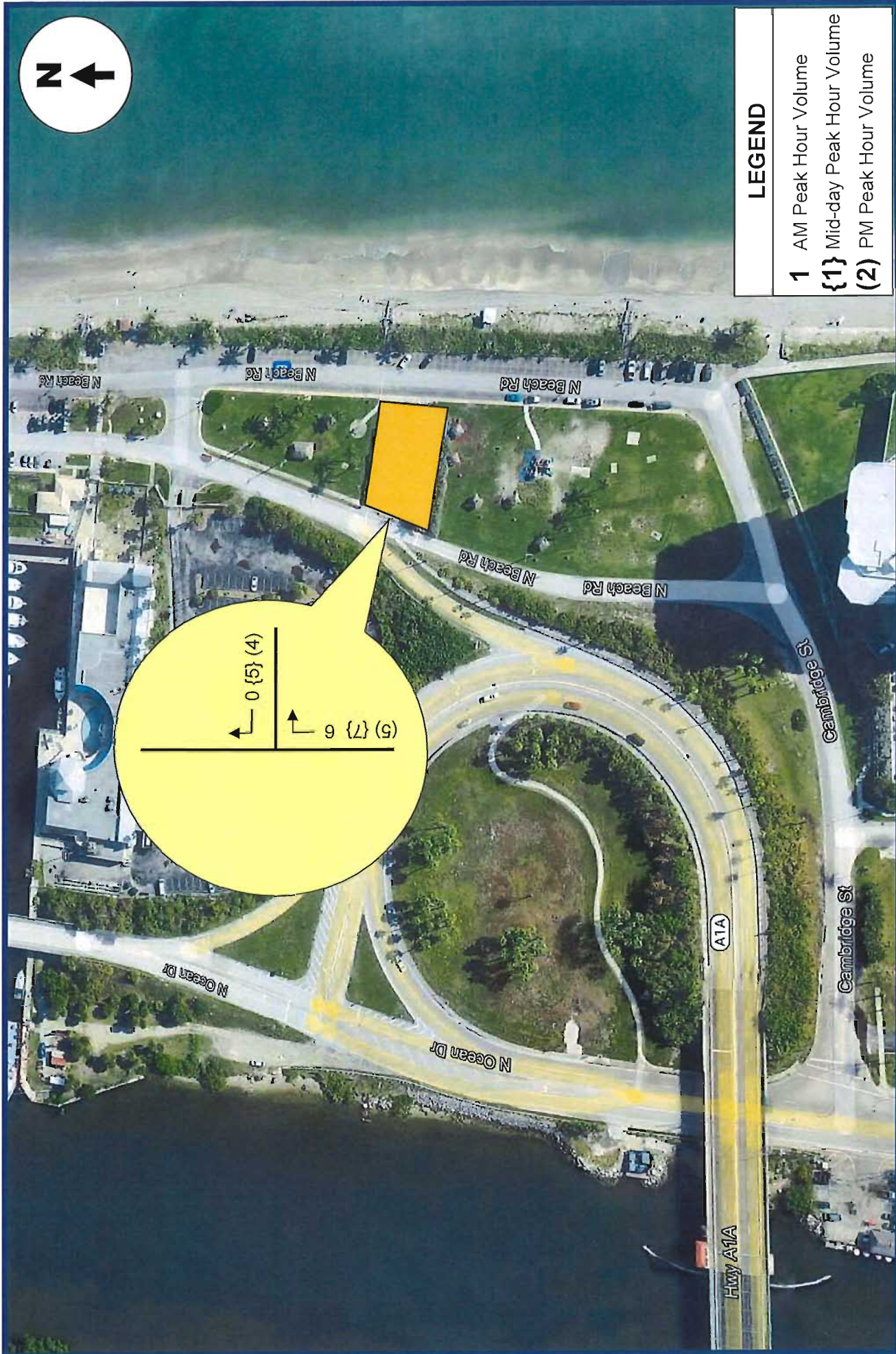
Compiled by: KBP Consulting, Inc. (January 2023).

Source: Trip generation data collected at the Lucky Fish Restaurant in Pompano Beach (December 2022).

As indicated in Table 1, the proposed project is anticipated to generate six (6) weekday AM peak hour vehicle trips, 12 weekday mid-day peak hour vehicle trips, and nine (9) weekday PM peak hour vehicle trips. On Saturdays, the proposed restaurant is anticipated to generate five (5) AM peak hour vehicle trips, five (5) mid-day peak hour vehicle trips and eight (8) PM peak hour vehicle trips.

TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT

As mentioned previously, the proposed site will provide a relatively small number of parking spaces (i.e. 13). The balance of the parking supply will be provided by the public parking spaces along North Beach Road and to the north near the marina and the pier. However, for the purposes of this analysis (and given the low number of anticipated vehicle trips), the project traffic was assigned to the project driveway on the northbound lane of North Beach Road. Figure 2 on the following page presents the weekday AM, mid-day and PM peak hour driveway volumes. Figure 3 presents the Saturday peak hour vehicle trips. Based upon the projected driveway volumes anticipated during the peak hours, exclusive turn lanes are not warranted at the project driveway.



Project Driveway Volumes Weekday

FIGURE 2
 Lucky Fish
 Dania Beach, Florida



Project Driveway Volumes Saturday

FIGURE 3
Lucky Fish
Dania Beach, Florida

SUMMARY & CONCLUSIONS

There is a former restaurant site located on the west side of North Beach Road (southbound lane) approximately 250 feet north of Cambridge Street in Dania Beach, Broward County, Florida. The subject site will be redeveloped with a 9,678 square foot tiki restaurant and bar. The total seating capacity will be 213 seats. Vehicular access to the site will be provided via one (1) driveway on the northbound lane on North Beach Road. It is projected that this building will be constructed in a single phase and the build-out year will be 2024.

The trip generation analysis indicates that the proposed project is anticipated to generate six (6) weekday AM peak hour vehicle trips, 12 weekday mid-day peak hour vehicle trips, and nine (9) weekday PM peak hour vehicle trips. On Saturdays, the proposed restaurant is anticipated to generate five (5) AM peak hour vehicle trips, five (5) mid-day peak hour vehicle trips and eight (8) PM peak hour vehicle trips.

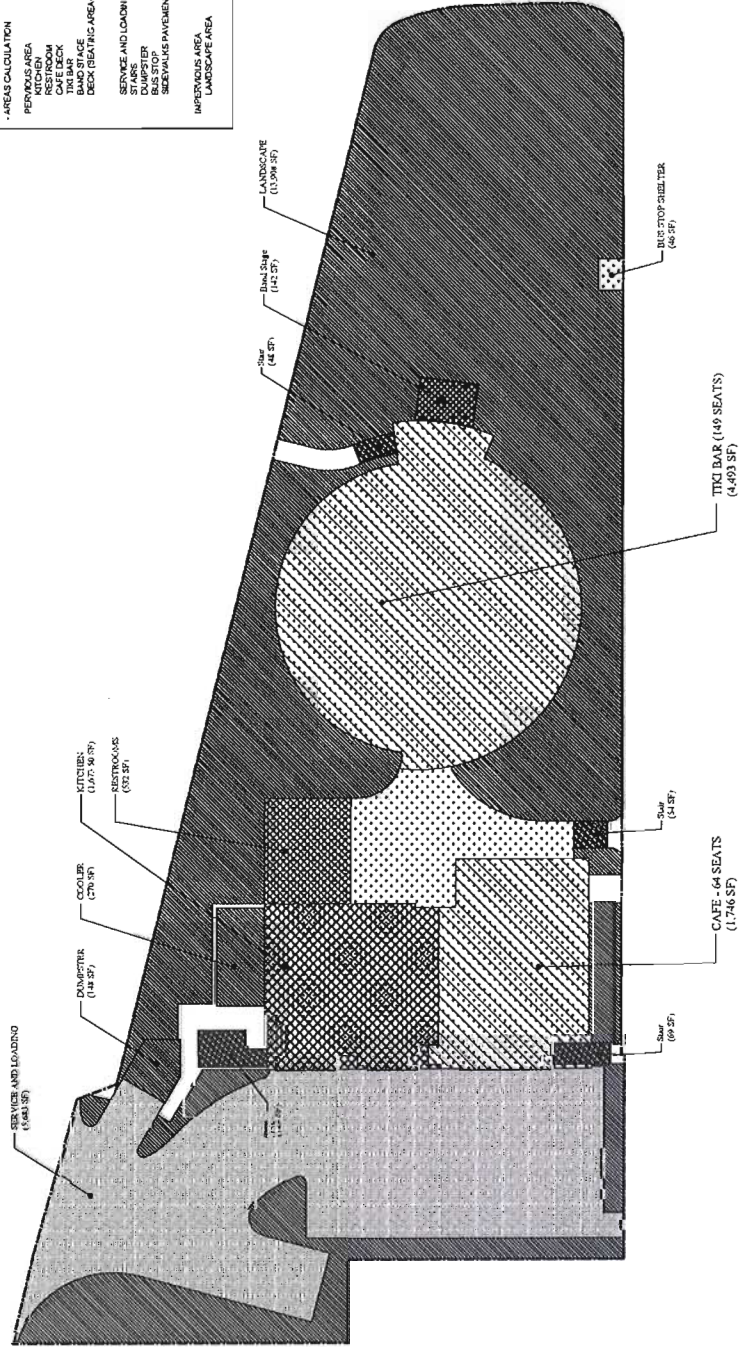
A review of the proposed vehicular access point and the anticipated driveway volumes indicates that exclusive turn lanes are not warranted.

Appendix A

Lucky Fish – Dania Beach

Floor Plan and Area Calculations

• TOTAL SITE AREA	30,501 SF
• AREAS CALCULATION	
PARKING AREA	16,712.50 SF
KITCHEN	533 SF
RESTROOM	533 SF
TOILET	148 SF
TOILET BAR	4,403 SF
BACK STAGE	142 SF
BACK STAGE AREA-BRIDGE-CORRIGOR	8,077.125 SF
STORAGE AND LOADING	5,803 SF
STAIRS	200 SF
DUMPSTER	148 SF
SEWERAGE PAVEMENT	738.50 SF
IMPERVIOUS AREA	10,915.00 SF
LANDSCAPE AREA	13,008 SF



Appendix B

Lucky Fish – Dania Beach

**Trip Generation Data from the Lucky Fish
Restaurant in Pompano Beach**

Lucky Fish
 222 N. Pompano Beach Boulevard
 Trip Generation Analysis

Location: 222 N. Pompano Beach Boulevard

Weather: Cloudy

Date: 12/16/22 (Friday)

Time Period: 7:00 - 8:00, 11:30 - 1:30, 4:00 - 6:00

Time	Mode: Automobile		Mode: Other (Bike/Ped/Etc.)		Total Trips		AM / PM / Mid Peak Hour
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	
7:00 - 7:15	2				2	0	
7:15 - 7:30					0	0	
7:30 - 7:45					0	0	
7:45 - 8:00	4				4	0	6
8:00 - 8:15	1				1	0	5
8:15 - 8:30					0	0	5
8:30 - 8:45					0	0	5
8:45 - 9:00			4		4	0	5
11:30 - 11:45	1		4	2	5	2	7
11:45 - 12:00			3	1	3	1	11
12:00 - 12:15			6	3	6	3	20
12:15 - 12:30	1	1	3	2	4	3	27
12:30 - 12:45	3	2	4	3	7	5	32
12:45 - 13:00	1	2	3	7	4	9	41
13:00 - 13:15	2	1	2	8	4	9	45
13:15 - 13:30	2		4	2	6	2	46
16:00 - 16:15	2		5	2	7	2	9
16:15 - 16:30	1		5	7	6	7	22
16:30 - 16:45	1		2	7	3	7	32
16:45 - 17:00	1		8	3	9	3	44
17:00 - 17:15	2	1		5	2	6	43
17:15 - 17:30	1	1	6		7	1	38
17:30 - 17:45	1	2	2	3	3	5	36
17:45 - 18:00	1	1	4	5	5	6	35
Total:	27	11	65	60	92	71	

Source: KBP Consulting, Inc. (December 2022).

AM Peak

Mid-Day Peak

PM Peak

Lucky Fish

222 N. Pompano Beach Boulevard
Trip Generation Analysis

Location: 222 N. Pompano Beach Boulevard

Weather: Cloudy / Partly Cloudy

Date: 12/17/22 (Saturday)

Time Period: 7:00 - 8:00, 11:30 - 1:30, 4:00 - 6:00

Time	Mode: Automobile		Mode: Other (Bike/Ped/Etc.)		Total Trips		AM / PM / Mid Peak Hour
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound	
7:00 - 7:15					0	0	
7:15 - 7:30					0	0	
7:30 - 7:45					0	0	
7:45 - 8:00	5				5	0	5
8:00 - 8:15			4		4	0	9
8:15 - 8:30			3	4	3	4	16
8:30 - 8:45			2		2	0	18
8:45 - 9:00	1		2	4	3	4	20
11:30 - 11:45	1	1		4	1	5	6
11:45 - 12:00	1	1	4		5	1	12
12:00 - 12:15			4		4	0	16
12:15 - 12:30			2	3	2	3	21
12:30 - 12:45	1		4	3	5	3	23
12:45 - 13:00	2		7		9	0	26
13:00 - 13:15	1	1	5	4	6	5	33
13:15 - 13:30			10	3	10	3	41
16:00 - 16:15	3	1	5	4	8	5	13
16:15 - 16:30			3	5	3	5	21
16:30 - 16:45	1		3	7	4	7	32
18:45 - 17:00	2		6	3	8	3	43
17:00 - 17:15	1	2	5	3	6	5	41
17:15 - 17:30	1	1	8	3	9	4	46
17:30 - 17:45			2		2	0	37
17:45 - 18:00	1		1	3	2	3	31
Total:	21	7	80	53	101	60	

Source: KBP Consulting, Inc. (December 2022).

AM Peak

Mid-Day Peak

PM Peak

75x4 feet mockup

4 FEET

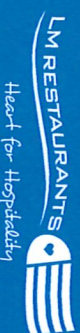


75 FEET

Closeup of artwork elements



OWNER



LMRest.com

919-851-0858

EMERGENCY
CONTACT



954-429-3700

ARCHITECT



561-391-0081



LMR LLC

6510 Chapel Hill Rd Suite 200 • Raleigh, NC • 27607 • 919.851.0858 • 919.851.0857 fax

February 14, 2023

Re: Lucky Fish Beach Bar & Grill

Dear Neighbor,

We are very excited to bring our Lucky Fish Beach Bar & Grill concept to Dania Beach! We are honored to bring this unique experience to you. As part of our process to integrate into the neighborhood, as well as our community outreach we are reaching out to introduce ourselves.

As you are aware, there is a public hearing scheduled for Tuesday, February 28, 2023 at 7:00 p.m. in the City Commission Chambers, wherein the city of Dania Beach, as owner of the parcel, is requesting approval of the site plan and variances to allow the construction of Lucky Fish, an oceanview restaurant on the property known as 65 N. Beach Rd.

We are reaching out in order to avail ourselves should you have any questions regarding the project or other comments in general. Please feel free to reach out via email at wecare@luckyfishdaniabeach.com with any questions, concerns or other comments.

In addition to the information provided by the city of Dania Beach in the public hearing notice, please find attached two renderings of the project. Subject to unforeseen events or circumstances, we anticipate the construction timeline will take approximately nine months.

We look forward to providing you fun and exceptional service soon!

Sincerely,

Your Danial Beach Lucky Fish Beach Bar & Grill Team

Family Owned and Locally Operated







Lajoie, Corinne

From: Chris Moutos <cmoutos@Lmrest.com>
Sent: Friday, February 17, 2023 1:18 PM
To: Lajoie, Corinne
Subject: RE: City logo

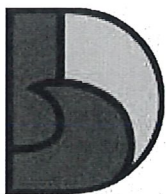
A little more detail on proposed Hours:

Monday - Sunday
8:00 am - 12:00 am
Bar
10:30 am - 12:00 am
Breakfast
8:00 am - 10:30 am
Lunch/Dinner
10:30 am - 11:00 pm

From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Sent: Thursday, February 16, 2023 2:57 PM
To: Chris Moutos <cmoutos@Lmrest.com>
Subject: FW: City logo

****CAUTION:** This message originated from outside of LM Restaurants. Please be careful when opening attachments, clicking links or responding to requests for information. **

As discussed, please see the City's logo attached.



DANIA BEACH
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Corinne Lajoie, AICP
Assistant Director | City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd | Dania Beach, FL, 33004
Phone: 954-924-6800 x3704

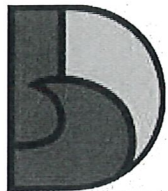


Web: daniabeachfl.gov | **App:** AskDaniaBeach
RISE - Respect, Integrity, Standard of Excellence

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: Bordy, Katia <kbordy@daniabeachfl.gov>
Sent: Thursday, February 16, 2023 2:55 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>
Subject: Re: City logo

Hi, Corinne. Please find the logo attached.



DANIA BEACH
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Katia Bordy
Public Information Officer | The City of Dania Beach

kbordy@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Rd. | Dania Beach, FL, 33004

Phone: 954-924-6808 x3754



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: Lajoie, Corinne <clajoie@daniabeachfl.gov>

Sent: Thursday, February 16, 2023 2:41 PM

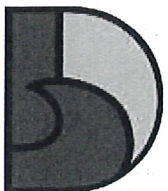
To: Bordy, Katia <kbordy@daniabeachfl.gov>

Subject: City logo

Good afternoon.

Can you please send to me the city logo so I may share it with a development to be included in the construction fence wrap?

Thank you.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Corinne Lajoie, AICP
Assistant Director | City of Dania Beach

clajoie@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954-924-6800 x3704



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.

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, February 22, 2023**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Samantha Ellsworth 202 SW 4th Street Dania Beach, FL 33004 754-204-2163 spalacios111@hotmail.com	January 11, 2022	November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
Patricia Silva pattycake33004@yahoo.com	December 13, 2022	November 2022 through November 2026	Ryan
		November 2022 through November 2026	Lewellen
Mary Jane Guerra 245 Southwest 5th Street Dania Beach, FL 33004 917-426-6636 mjguerra.education@gmail.com	January 10, 2023	November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, February 22, 2023**

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

GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

Friday, January 06, 2023

Name/Address Phone Number	Date Appointed	Term	Position
James J. Rizzo 5821 SW 37 th Avenue Dania Beach, FL 33312 954-699-4750 Jim.Rizzo@grsconsulting.com	June 14, 2022	June 22, 2022 through June 22, 2024	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	March 9, 2021	March 22, 2021 through March 22, 2023	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Darren Greene 294 NW 13 th Court Dania Beach, FL 33004 954-558-2770 dgreene@daniabeachfl.gov	June 10, 2021	June 21, 2021 through June 21, 2024	Employee Elected
Corinne Lajoie, Chair 3714 Pebblebrook Manor Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	June 14, 2022	June 21, 2022 through June 21, 2025	Employee Elected

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Friday, January 06, 2023

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 Home 754-323-3033 Work	April 15, 2019	March 2019 through March 2023	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Rae Lair (fka Sandler) 5650 SW 32nd Terrace Fort Lauderdale, FL 33312 954-743-1177 raesandler@bellsouth.net	February 26, 2019	March 2019 through March 2023	Commission Appointment
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 धारleyoh@gmail.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Patricia Fuccile 306 SE 6 th Street Dania Beach, FL 33004 954-931-7799 PJFuccile@RRRpaving.com	August 25, 2020	March 2019 through March 2023	Commission Appointment
Richard Sieb 1411 SE 4th Avenue Pompano Beach, FL 33060 754-224-0852 siebftl8@yahoo.com	November 16, 2020	March 2019 through March 2023	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Friday, January 06, 2023

Name/Address Phone Number	Date Appointed	Term	Position
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	April 15, 2019	March 2019 through March 2023	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	April 15, 2019	March 2019 through March 2023	Police Department Retiree



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: March 14, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Manager's Report

Among several of our goals in the dialogue with our local developers/ investors working to plan, design and construct residential projects in our City, is to have a variety of housing options, to consider activating roof tops, include business options that will benefit the entire community of Dania Beach, and also partnerships that augment our green space. We continue to be successful in the aforementioned as we have received \$150,000 from City Place, the development directly behind our parking garage, to create more green space at our City Hall complex. Additionally, we spoke to another developer working on a project adjacent to City Hall that is in conversations to bring an LA Fitness to their residential property, creating jobs and opportunities for our residents and employees to train/ work out. Thinking outside the box with a purpose to activate our downtown core is a priority based on the vision of our City Commission via our adopted Strategic Master Plan.

On Tuesday, the 21st of February, CRA Manager Bill Harris and I met with professional boxer Christian Thun and the key managers/ special events team and marketing director of the Dania Beach Casino, to discuss the possibility of a May special event that would attract approximately 1,000 people to our City. More details to come. Additionally, via our conversations with Jeff Banks, a Dania Beach resident who is the entertainment and events manager, we discussed the Dania After Dark come-back and the Casino's Rock the Block event that occurs on the 3rd Saturday of the month during October to May. They will share the food truck contacts, as well as their entertainment contacts, etc. We discussed themes and the opportunities to cross-promote as we would do the 2nd Saturday and they the 3rd. Our Deputy City Manager is working to schedule a meeting with the Dania Pointe Marketing Team. A global vision that includes cross-promotion, the sharing of vendor information, and a 12-month calendar so we don't duplicate events and cast a wider net to market our events and augment participation are key examples of what can be done.

We are exploring two new key positions as we assess existing team and continue to align our game plan with your vision and priorities. We are working with HR Director Gonzalez to create a job description and details to seek your support for a Special Events Manager and a Communications/ Marketing Director. These two positions are vital as we grow as a City and continue to prioritize bigger and better

events, and marketing and promoting our City.

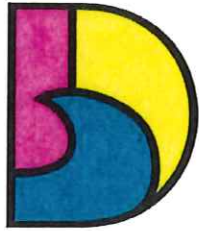
On February the 28th, we will be meeting with the Ron Book Team, who also represents TNT Fireworks and their key team members, as we work together to find them another location for their business in our City. More details to come.

I put together a team to meet with and assess the upcoming proposals from the Dania Beach Chamber and the Hollywood Chamber. We will be bringing back to you our recommendations and possible partnerships. Attorney Boutsis, Deputy City Manager Sosa-Cruz and CFO DiPaolo will be working very closely with me as we continue to explore all our viable options to market and promote our City and help support existing business and recruit businesses to our City.

I have met with the Government Relations Manager for JetBlue and key members of the JetBlue Team as we continue to partner with a goal to support the possible merger endeavor with JetBlue and Spirit. The aforementioned would be huge for our growing City as it relates to employment (could add approximately 1,000 new jobs), increase visitors to our City that will benefit our local businesses, and a greater presence for Dania Beach on a global stage.

On the 23rd of February, I held a large departmental meeting as I am working on a draft letter that will go out to all our residents with a goal to enhance communication and inform them of key programs such as the \$500,000 hardening grant available to them, our upcoming new and improved transit program, and much more. We will include all key and updated numbers, how they can reach us, and how they can follow us on all social media platforms, etc.

On Monday, March 6th, we will have CIP and Grants Administrator Colin Donnelly represent us at the appropriations workshop at Nova Southeastern, hosted by Congresswoman Debbie Wasserman Schultz, as we continue to seize every opportunity for Federal Funds.



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: February 28, 2023

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director

RE: Manager's Monthly Report – January 2023 – Community Development Department

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
Date: 2023.02.14 16:39:39 -05'00'

The following is a summary of Community Development Department activity during the month of January 2023.

Community Development Special Projects:

RAC Land Use Amendment: The Land Use Amendment application was submitted to Broward County on May 31, 2022. Staff is working with our consultant to address comments before the application is heard by the Broward County Commission, the application will then be submitted to the State of Florida for further review and processing. The City has engaged an additional consultant to help further evaluate the County's Priority Planning element.

TX-014-23 Text Amendment: This amendment is to modify the City's Code of Ordinances to include information regarding garbage schedules and a list of acceptable items to be recycled at vacation rental properties. This amendment is consistent with the recommendation of the City's Green Advisory Board (GAB).

Building Division:

The Building Department reviewed and issued 199 building permit applicants and conducted 1,718 inspections. The Department issued six Certificates of Occupancy, three for a single family residence and three for commercial properties.

Planning and Zoning Division:

Lucky Fish: The site plan application for the new beach restaurant project has been reviewed by the Design Review Committee (DRC). The project is preparing to submit the final site plan and required variance applications anticipated to be brought to City Commission in February.

DB54 Residence – This project is a modification of a previously approved site plan which includes a six-story building with 275 dwelling units. The project is currently being reviewed by the DRC.

Dania Townhomes 4580 - This site plan request is for the construction of 12 new townhomes. The property density allows for 10 units, and the applicant is requesting two additional flex units. This project is anticipated to be before the City Commission early this year.

SeaView Plat - This is a plat application for vacating right of way dedicated by the “calm” plat (recorded in Plat Book 163, Page 168 of the Broward County Public Records) for a turn lane that was deemed no longer necessary for this property. The proposed plat also features an updated restrictive Note showing 384 high-rise units and commercial use has been eliminated.

Putt Shack Site Plan Modification - This a site plan modification, previously approved for Dania Pointe, is for the addition of 4,169 SF for phase II Building O first floor (Putt Shack Retail).

Miscellaneous Zoning Activities:

The Zoning Division processed nine new Certificate of Use applications for the month of January.

The Zoning Division processed, inspected and approved seven new Vacation Rental applications for the month of January.

Code Enforcement Division:

The team is continuing to work with BSO to enforce violations at Vacation Rental properties, addressing noise, and parking issues.

Code continues to focus on aesthetics of our major roads; specifically, the downtown City Center focusing on blight, graffiti, and illegal signage.

A total of 59 complaints were submitted this month into the City’s Ask Dania Beach App and were addressed and inspected by Code staff.

Code continues to work with BSO Homeless Outreach to address homeless issues.

Code continues to work with Public Services to address bulk trash issues within the City. A total of 54 bulk notices were issued this month.

Beach Ranger and Parking Division:

Beach Rangers continue to patrol downtown City Center and all active construction sites for parking and noise violations.

Beach Rangers reported 19 violations at the beach in the Ask Dania Beach App including safety issues and graffiti.

Beach Rangers continue to monitor the pier, parking lot and sand areas to address violations which include but aren't limited to placement of tents, smoking, bonfires, and dogs.

Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.

The Beach Ranger team assists the code officers with after hour code violations throughout the City when needed.

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	1
May '22	0	0	0	0	0	0	0	0	0
June '22	0	0	0	0	0	0	0	0	0
July '22	3	0	0	0	0*	0	0	0	0
August '22	0	0	3	0	0	0	0	0	0
September '22	0	0	0	0	1	0	0	0	1
October '22	0	0	0	0	0	0	0	0	0
November '22	0	0	0	0	0	0	0	0	0
December '22	0	0	0	0	0	\$12,000	0	0	1
2022 Subtotal	3	0	5	0	2	\$12,000	0	0	4
January '23	0	0	0	0	0	0	0	0	0
GRAND TOTAL	15	11	6	7	4	\$14,500.00	0	0	8

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

Note: Table includes actions documented in the final 4 months of 2020 once “zoning in progress” began

* - Citation/Violation Pending

ARTICLE 826 – OAK HAMMOCK TREE PROTECTION ZONING OVERLAY DISTRICT

ANNUAL SUMMARY REPORT

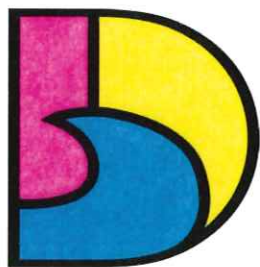
Summary of Activities/Incidents

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.
19. 4/20/2022 – Tree removal permit application received for 5861 SW 37 Terrace. Numerous tree removals proposed on double lot for major residential modification. Evaluation/Coordination in progress.
20. 7/27/2022 – Unauthorized tree removal (3 oaks) at 5940 SW 37th Ave. Attempted to use invalid arborist report from 2 years prior by W. Granda (certification revoked by ISA, and removals occurred after effective date 7/1/2022 of updated HB statute FL SB 518 (22R). Code citation pending completion of project background data/research.
21. 8/20/2022 – Authorized removal of 3 hazard trees at 5840 SW 37th Ave. One hollow, one growing within eave of house, third sandwiched in between, leaning significantly over structure, and unable to ensure stability after removal of other two. Remaining trees exceed minimum requirements. No mitigation required.
22. 9/2/2022-Citation #22-1155 issued 4950 SW 37th Ave
23. 11/17/2022 – Special Magistrate Hearing for cited property 5940 SW 37th Ave for unauthorized tree removals (Case continued to December).
24. 12/15/2022 – Special Magistrate Hearing for cited property 5940 SW 37th Ave (Judgment against-\$12,000 fine).
25. 12/20/2022- 5901 SW 37th Ave, permit # 22-2237. Under review/notes in New World.
26. 1/31/2023- 5901 SW 37th Ave, Permit# 22-2237. No tree conflicts were found during inspection, permit approved 1/31/23.



DANIA BEACH
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CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: February 21, 2023

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
Date: 2023.02.21 13:16:38
-0500

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 over the last month:

Recruitment

- Open Recruitments:
 - City Clerk
 - Facilities Foreman
 - Transit Coordinator (Part- Time)
 - Water Treatment Plant, Operator C, or B
 - Summer Camp Supervisor (1)
 - Summer Camp Counselors (6)
- Interviewing Process
 - Assistant City Attorney
 - Administrative Specialist II
 - Controller
 - Coordinator, Farm and Market
 - Summer Camp Counselors
 - Athletic Coordinator
 - Park Custodian
 - Recreation Assistants (Part-Time)
 - Summer Camp Supervisor
- Background Process
 - Summer Camp Counselor (1)
- Recent Hires
 - Accounting Specialist (Full-Time)
 - Recreation Assistant (Part-Time)

- We are continuing our Summer Recruitment Initiatives for Parks and Recreation. We have also created flyers for Summer Camp Counselors, Summer Camp Supervisors and part time Recreation Assistants positions and have shared with local universities. We have been working our PIO Officer to create marketing materials for social media platforms. Our new LinkedIn Talent Search tool has been utilized to source and network with candidates for positions, such as the City Clerk.

Training and Development/Safety

As part of our R.I.S.E initiative, we will continue to offer our team members advanced training in Customer Service and De-escalation techniques. Our first session for 2023 took place on February 9th and a total of six (6) newly hired employees attended the session.

We continue to encourage our team members to take advantage of our renewed License for Microsoft training, which will allow team members the opportunity to improve their computer skills, as well as completing their required safety training via Vector Solutions.

Team Member Events

Our annual Health Fair was held on January 25, 2023, at IT Parker and was a huge success. Over one hundred (100) employees attended, which is an increase of seventy-two percent 72% from the previous year. A total of 64 Biometric screenings, 25 Angio Screenings and 30 Chair Massages were provided to employees.

Due to overwhelming success of the Health Fair, we are planning for a Wellness Screening Event.

Continuous Improvement Projects

Software initiatives for the new Fiscal Year to support the continuous improvement of our HR processes are well on the way.

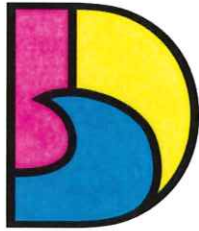
We have created a schedule for our 2023 implementations for the following items with IT:

- a) Perform – Electronic Performance Management Tool is scheduled to kick off in March 2023
- b) Total Rewards Statements –Total benefits package to include what is paid for by the city. The implementation kick-off began with Total Rewards Software Solutions, and we are currently in the data review process
- c) Verification of Employment (VOE) – To provide responses to team members requests for employment verification is currently in the contract review process.

On February 23 -24, a board certified clinical expert from Concentra will be meeting with various members of the management team to conduct Human Performance Evaluations (HPE), for additional City positions. This process helps ensure that our incumbents are physically able to perform the essential job functions. HR started this process last year, as a best practice with Public Services and Lifeguards, and we are expanding on this program.

We have concluded our review with our ERP New World to re-examine our Human Resources Information Systems, (HRIS) processes for efficiencies and modernization of processes. This has resulted in creation of a solid SOP.

In support of our recruitment and retention strategies, we are planning to implement a bi-annual focus group session, with team members from all department. Similar to our call back sessions we currently have in place this is another opportunity for team members to share their ideas and suggestions for improvement. Presently, Human Resources meets face to face with employees on five (5) different occasions within the first six (6) months, of their employment. The focus group will be an additional opportunity to hear feedback.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: February 21, 2023
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 – Construction is underway.
- CW Thomas Park – Bermello and Ajamil is presenting the Conceptual Design via Power Point on the February 28th agenda.
- Melaleuca Park – Construction is almost complete.
- IT Parker – The construction RFP closed January 27th and is being reviewed by staff and the Design Contractor to bring the selected vendor before City Commission.
- Mullikin Park – Staff is working with procurement to get the Design RFP out to begin the process. This project is FRDAP grant funded.

Ocean Rescue hosted the first 2-mile paddleboard race of the USLA series on New Year Day. With one of twelve races left, Dania Ocean Rescue is leading the series.

The beach once again suffered major erosion this month due to the strong currents out of the south or north. Come this spring, the dunes will need to be replanted with sea oats and other dune vegetation to strengthen the integrity of the dunes for next hurricane season.

Lifeguards remain busy enforcing ordinances. This month staff enforced 76 dog enforcements, 37 tent enforcements and 21 cigarette smoking enforcements.

Ocean Rescue Report:

- Rescues – 3
- Medical – 1
- Law Enforcement Calls – 4
- Missing Persons – 1
- Wildlife or Domestic Rescues – 7

The Department partnered with the MLK Renaissance Committee to host the annual MLK weekend events. This year's events consisted of a Gala Saturday evening followed by a breakfast, parade and peace in the park event Monday at CW Thomas Park.

Staff also assisted at Frost Park to help host the Annual Vintage Motorcycle Show on January 28th. The event was once again a large success.

There are a number of upcoming programs that staff is currently in the planning stages of implementing. This includes:

- E-Sports Tournament at CW Thomas Park in February
- Youth Flag Football at Frost Park
- H.I.T.T. Program at Frost Park
- Youth Flea Market at Frost Park

Ongoing programs:

- Gracefully Aging at CW Thomas Park
- Domino Club at CW Thomas Park
- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- Teen Club at CW Thomas Park
- Walkers Club at CW Thomas Park
- Basketball Clinics at CW Thomas Park
- Football Skills and Drills at CW Thomas Park
- 1Up Gaming Club at CW Thomas Park
- Karate at PJ Meli Aquatic Complex
- Free to Be Creative Arts Dance at PJ Meli Park
- Basketball Clinic at PJ Meli Park
- Tarpon Soccer at Frost Park – Averaging 60 kids per night, ages 3 – 16
- Adult Kickball at PJ Meli Aquatic Complex
- Pickleball Clinics at Frost Park
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Let's Play Cards at Frost Park



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 28, 2023

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
Date: 2023.02.21 13:15:01
-05'00'

FROM: Fernando J. Rodriguez, Public Services Director Fernando J. Rodriguez
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer Rodriguez
Digitally signed by Fernando J. Rodriguez
Date: 2023.02.21 11:20:21 -05'00'

RE: PUBLIC SERVICES DEPARTMENT ACTIVITIES – January 24, 2023 to February 27, 2023

Provided below is a summary of the main PSD activities for roughly the past 10 weeks:

SW 37th Terrace Drainage project – The project is completed and has eliminated flooding and water ponding during rain events. Its outcome has been very well received by Stirling States residents.

SW 54th Court Drainage project – The project is completed.

Melaulucca Wall (Griffin Road) Painting: The exterior (north side) of the wall was completed in mid-February.

NW 10th Street Paving: The one-quarter mile segment of roadway between NW 12th and 6th avenues was completed as part of PSD's annual road resurfacing program.

Pier Refurbishing Project: The project is at the 70% completion mark, with the center boards and end (eastmost) platform in currently. This has been accompanied by undercarriage concrete restoration work. Currently work on the entrance ramp is underway and proceeding at a good pace.

Stormwater Master Plan (SWMP) – This important engineering design undertaking was approved by the Commission in the October 2022 meeting. Data collection has begun and a meeting was held in January to brief other departments about the ongoing work and how it may affect them. Chen Moore and Associates is in the process collecting information and data on elevations and existing structures as well as areas which have been historically problematic. Additionally, PSD is setting up discussions with community development about drainage requirements for developments moving forward. The estimated time to complete The SWMP is approximately 24 months.

FJR/fjr

\continued...



Solar Light Retrofit Project – This important project will fully retrofit nearly 400 street solar lights citywide. Many of these lights are not working and most are beset by reliability issues due to age and difficulty in finding replacement parts. Roughly 250 lights have been completed to date. Completion is expected in September 2023.

GRANTS

Resilient Florida - \$2,000,000 Award

The Florida Department of Environmental Protection (DEP) notified the City that its Resilient Florida Grant Program application was approved for a \$2,000,000 grant to upgrade three sewer lift stations. The estimated budget to upgrade lift stations 4,5 and 6 is 4 million dollars. The City will have a 50% cash match for this grant award.

Justice Assistance Grant Awards

The City of Dania Beach receives funding from the Department of Justice's Edward Byrne Memorial Justice Assistance Local Solicitation Grant. Each year, the City obligates a portion of the grant to support funding a regional crime analyst's position with the Broward Sheriff's Office. The remainder of the funding is used for deputy overtime hours that provides valuable and additional resources for crime prevention. The February 28 City Commission Agenda will have two items: the first is to accept funding for \$15,916 for 2022, and the second is to receive an award of \$16,410 for 2022.

Federal Legislative Requests FY 2023-24

Representative Debbie Wasserman-Schultz will hold an appropriation's workshop on March 6, 2023, to guide grant seekers in the federal process on the types of fundable activities. So far, two projects have been identified for funding requests: the Fire Rescue EOC building and the FAU parking structure.



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CITY OF DANIA BEACH COMMUNICATIONS PUBLIC INFORMATION OFFICER

MEMORANDUM

DATE: January 2023
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
Date: 2023.01.21 13:17:42 -0500

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:

- Created the Dania Beach Health Fair Video
- Designed the HR Join our Team Posters, Signs and Video
- Designed Creative Bus Wraps and Bus Signs
- Created multiple short videos for social media stories / reels, increased engagement.
- Took multiple Drone Footage of Parks, Public Services Projects and new developments
- Promoted multiple Parks Programs and Activities
- Worked on the City Hall Roof Art Logo for Airport Visibility
- Promoted Public Services and Community Development Programs
- Designed and Promoted Youth Advisory Council Meetings
- Designed and Promoted Monthly Celebrations on Social Media
- Designed The Soleil de la Floride Ad
- Designed the South Florida Family Life Ad
- Created multiple educational posts and videos on Recycling
- Continuous effort to Grow followers, likes, engagement on all social media platforms



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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

EXTERNAL MEMORANDUM

DATE: February 21, 2023

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

VIA: Candido Sosa-Cruz, Deputy City Manager

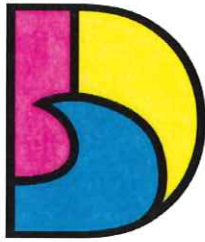
FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the January 18, 2023, through February 21, 2023 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 – Table top talk with Station 1-17 crews
- Agenda reviews team conference calls
- Agenda reviews with Commissioners
- BSO Ops Conference call with District Chiefs – Daily morning operations review
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process.
- General Contractor has completed all of the work on Fire Station 1 renovation project
- Fire Alarm system is in process of being replace at Fire Station 1 in permit process working with Facility Maintenance City Supervisor
- Window Installation was completed and passed inspections (Hardening Project)
- New Window block out shades installed on all windows Station 1
- Station 1 Safe Air System has been made a requisition and going through the PO process
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia this includes fixing the damage from vehicle accident.
- ISO required hydrant flow maintenance inspections with City Team
- New Hire Employee Onboarding
- BSO Agency Wide Tabletop Exercise
- Special Events Committee – Dania Beach Arts and Seafood Celebration
- Training during this period – Annual Hose Testing, Annual Ladder Testing, Annual Bunker Gear Cleaning, Annual Life Scan Physicals all personnel, Facility Training Q1, Pharmacology Training, Annual Extrication tool testing

Community Outreach – Collins Elementary Literacy Event – Crews read books to Children, 16th Annual Dania Beach Vintage Motorcycle Show, Safety Presentation Brauser Mainmonides Academy, Car Seat Installations at Station 1, Standby and Procession for Sergeant Forsberg, Standby and Procession for Pembroke Pines Motorcycle officer



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: February 14, 2023

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

FROM: Daniel J. Marks, Captain

RE: Dania Beach Monthly Memo to City Manager

PART I CRIME SUMMARY

PROPERTY CRIMES	TOTAL
AUTO THEFT	5
BURGLARY BUILDING/STRUCTURE	2
BURGLARY BUSINESS	1
BURGLARY CONVEYANCE	5
BURGLARY RESIDENCE	2
THEFT - ALL OTHER	20
THEFT - BICYCLE	1
THEFT - MOTOR VEHICLE PARTS	7
THEFT - RETAIL / SHOPLIFTING	8
THEFT FROM BUILDING	1
Grand Total	52

DOMESTIC DISTURBANCE(S)	TOTAL
AGGRAVATED BATTERY	1
ROBBERY	1
Grand Total	2

NOTABLE INCREASES/DECREASES

Within the past 2 weeks, there was:

- A significant increase of **10** Burglary Conveyance

NOTABLE ARRESTS

Within the past 2 weeks, there were a total:

Arrests: 01/25/2023 – 02/08/2023
50

- 39 arrests made by Road Patrol
- 07 arrests made by Crime Suppression Team
- 04 arrests made by Criminal Investigations

In 2 weeks, detectives have

- Recovered two stolen vehicles
- Executed narcotics search warrant as a result of a suspect who was selling “crack” cocaine out of 90 SW 8th Ave, “crack” cocaine and a handgun were recovered.

Burglary Dwelling/Property Damage:

02-2301-002891 - Suspect (W/F 12/31/1998) was arrested for Burglary Dwelling/ Causing property damage over \$1000, at 4333 SW 51ST ST Dania Beach, FL. The suspect was transported to BSO Main Jail.

Criminal Mischief / Resisting without violence / Loitering or Prowling:

02-2301-001248 - 6 individuals were arrested for Criminal Mischief / Resisting without violence / Loitering or Prowling

Burglary Conveyance:

02-2212-001441 - Suspect was arrested for burglary conveyance that occurred at the Bass Pro Shop

MOTORS / COMMERCIAL VEHICLE ENFORCEMENT

- Enforcement in school zones, Griffin Rd, SR 84
- Enforcement conducted on on SE 5th Av. periodically throughout day shift at different times since 02/01/23. **Unknown if Alpha Shift has any numbers.**

Below are the stats of the citations/warnings given

02/01: No case, already there prior to complaint notification.

0755-0830 – No violations

#0052 1325-1355 - 1 Warning/speed

02/02: #126 0750-0830 – 2 Warning/speed 1 speed (52mph) + passing.

#168 1330-1400 – No violations

Also deployed speed trailer, message board, and decoy car.

02/03: Road Patrol – 1 citation

02/06: #522 0752-0829 – 1 citation/speed 1 warning

#573 1320-1350 – No violations

02/08 #774 1325-1355 – 2 warnings

02/09 #849 1115-1150 – No Violations

Note: On Monday: 02/06/23 Speed Plates/measuring devices were also deployed on the roadway, which give vehicle count and speed.

Also spoke with a few dog walkers/residents who advised that the speeding does happen more at night and earlier morning.

HOMELESS OUTREACH TEAM

The following is a summary of the activity for the HOT for the current reporting period:

- After several months, we are finalizing permanent housing for one of our chronic homeless females.
- Responded to a citizen concern of homeless loitering on private property, at 47 SW 15th St, and coordinated with Code Enforcement to cite the property due to the debris in addition to obtaining Trespass signs, Affidavit and to have property owner erect a fence on the vacant lot.
- Coordinated with Code Enforcement to revisit the property at SW 4th Avenue/Dixie Hwy to remove debris and clear brush to deter subjects from loitering.
- Code enforcement notified of encampment located a vacant lot at 1031 SW 12th Avenue, efforts being made to remove debris and contact property owner.
- Nightly contacts being forwarded to the Daytime Outreach unit for case management. Most recently contact made with a B/M subject requesting reunification assistance to his family in Alabama. As of today a Greyhound Ticket was secured and he was transported to Greyhound station by the Homeless Outreach Unit for a 4pm departure. His family was notified of his arrival time.

BSO DANIA BEACH NEIGHBORHOOD SUPPORT TEAM

Follow-Up/Directives/Initiatives

- Met with local preschools to schedule a Law Enforcement Engagement Day with the VPK students

Meetings Zoom/In Person

- January 25th - South Florida Crime Prevention.

Training

- Inaugural US CPTED Association Training Class - February 7th - 9th, Tampa Florida



**BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
01/25/23-02/08/23**

THERE WERE A TOTAL OF 97 CALLS FOR SERVICE FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a 7% increase in Calls for Service compared to the past two weeks.

CALLS FOR SERVICE	TOTAL
03-HIT & RUN	3
04-ACCIDENT-MINOR	8
12-RECKLESS DRIVER	1
13I-SUSPICIOUS INCIDENT/PACKAGE	9
13P-SUSPICIOUS PERSON	1
14-INFORMATION	5
18-FELONY WARRANT	1
22-DISTURBANCE/NUISANCE	5
30-LARCENY	8
31-ASSAULT	1
39-DISTURBANCE NEIGHBOR	1
49A-AUDIBLE/INTRUSION ALARM	3
49S-SILENT ALARM	1
51-TRESPASSING	6
64-LARCENY-AUTO PARTS	1
66-CIVIL MATTER/CUSTODY ISSUE	3
67CK-MEDICAL-CHOKING	1
67FI-MEDICAL-FALL INJURY	1
67SZ-MEDICAL-SEIZURE	1
68-POLICE SERVICE CALL	24
72-LOST/FOUND PROPERTY	1
73-TRAFFIC/PARKING COMPLAINT	1
76-AOA (ASSIST OTHER AGENCY)	1
911 HANG UP/DROP OFF	10
Grand Total	97

THERE WERE A TOTAL OF **8** PART 1 CRIMES FOR 240 ZONE WITHIN THE PAST TWO WEEKS.

There was a **0%** increase in Part 1 crimes compared to the past two weeks.

PART 1	TOTAL
THEFT - ALL OTHER	2
THEFT - MOTOR VEHICLE PARTS	1
THEFT - RETAIL / SHOPLIFTING	5
Grand Total	8



CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
01/25/23-02/08/23

THERE WERE A TOTAL OF **4** CALLS FOR SERVICE FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was **42%** decrease in Calls for Service compared to the past two weeks.

CALLS FOR SERVICE	TOTAL
30-LARCENY	1
39-DISTURBANCE NEIGHBOR	1
68-POLICE SERVICE CALL	2
Grand Total	4

THERE WERE A TOTAL OF **1** PART 1 CRIMES FOR AVERY APTS WITHIN THE PAST TWO WEEKS.

There was a **100%** increase in Calls for Service compared to the past two weeks.

CHARGE	TOTAL
THEFT - ALL OTHER	1
Grand Total	1



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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: February 1, 2023
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



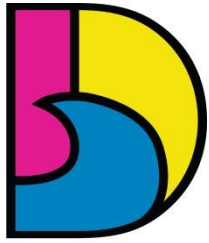
DANIA BEACH
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Business Listing Report

Business Start Date 01/01/23 - 01/31/23
Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
144 FL LLC	144 FL LLC	144 SE 3 AVE, Dania Beach, FL 33004	(201) 960-6034		01/03/2023	
4484 PARTNERS LLC	4484 PARTNERS LLC	4484 SW 26 AVE, DANIA BEACH, FL 33312	(954) 549-6515		01/03/2023	
BEATRIZ E TOBON	BEATRIZ E TOBON	212 SW 2 PL, Dania Beach, FL 33004	(786) 247-9651		01/04/2023	
CARNIVAL CORPORATION	CARNIVAL CORPORATION	3402 SW 26 TER B-1, DANIA BEACH, FL 33312	(305) 599-2600		01/31/2023	
E & E CREATIVE DESIGNS	E & E CREATIVE DESIGNS	1210 STIRLING RD 5-A, Dania Beach, FL 33004	(954) 397-3119		01/04/2023	
FABRICAIRE USA LLC	FABRICAIRE USA LLC	1320 STIRLING RD 7 A&B, Dania Beach, FL 33004	(954) 589-2283		01/04/2023	
FAMILY HERITAGE LIFE INSURANCE COMPANY OF AMERICA	FAMILY HERITAGE LIFE INSURANCE COMPANY OF AMERICA	0 CITY BUSINESS, Dania Beach, FL 33004	(972) 569-3660		01/12/2023	
GRUPO UG LLC	GRUPO UG LLC	2809 SW 46 ST, DANIA BEACH, FL 33312	(786) 838-2140		01/31/2023	
JEWISH SCHOOL OF MIAMI CORP	JEWISH SCHOOL OF MIAMI CORP	3201 GRIFFIN RD, Dania Beach, FL 33004	(786) 294-5336		01/06/2023	
LUIZA NIKOGHOSYAN	LUIZA NIKOGHOSYAN	4340 SW 34 LN, DANIA BEACH, FL 33312	(305) 335-8062		01/03/2023	
PETRA CARDOVA	PETRA CARDOVA	813 NW 12 AVE, Dania Beach, FL 33004	(954) 326-5684		01/05/2023	
PREMIUM MOBILITY LLC	PREMIUM MOBILITY LLC	1249 STIRLING RD 3 & 4, DANIA BEACH, FL 33004	(754) 764-0102		01/12/2023	
RAYMOND & GABRIELA ALEGRE	RAYMOND & GABRIELA ALEGRE	210 SE PARK ST, Dania Beach, FL 33004	(305) 812-1321		01/03/2023	
VAL'S COOKIES INC	VAL'S COOKIES INC	110 NW 1 ST, Dania Beach, FL 33004	(914) 497-7420		01/19/2023	

Businesses 14



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: February 15, 2023

SUBJECT: Finance Monthly Report – January 2023

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

- Master Capital projects Schedule to include 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

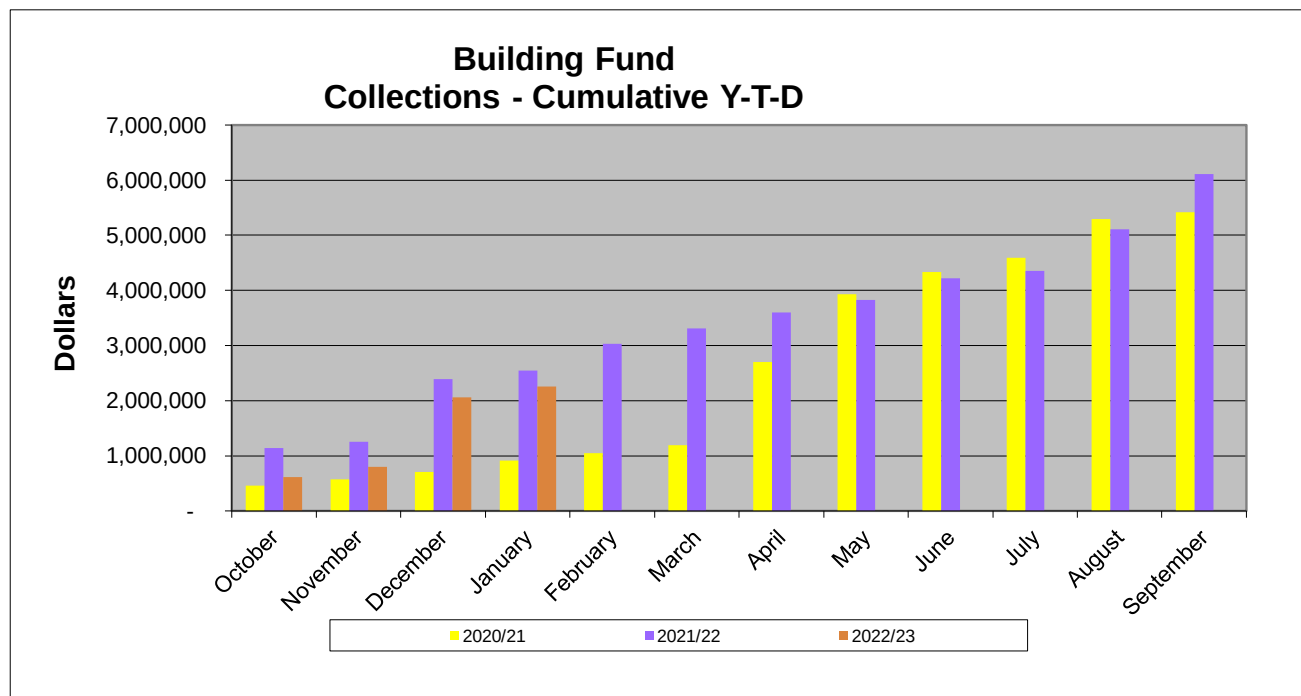
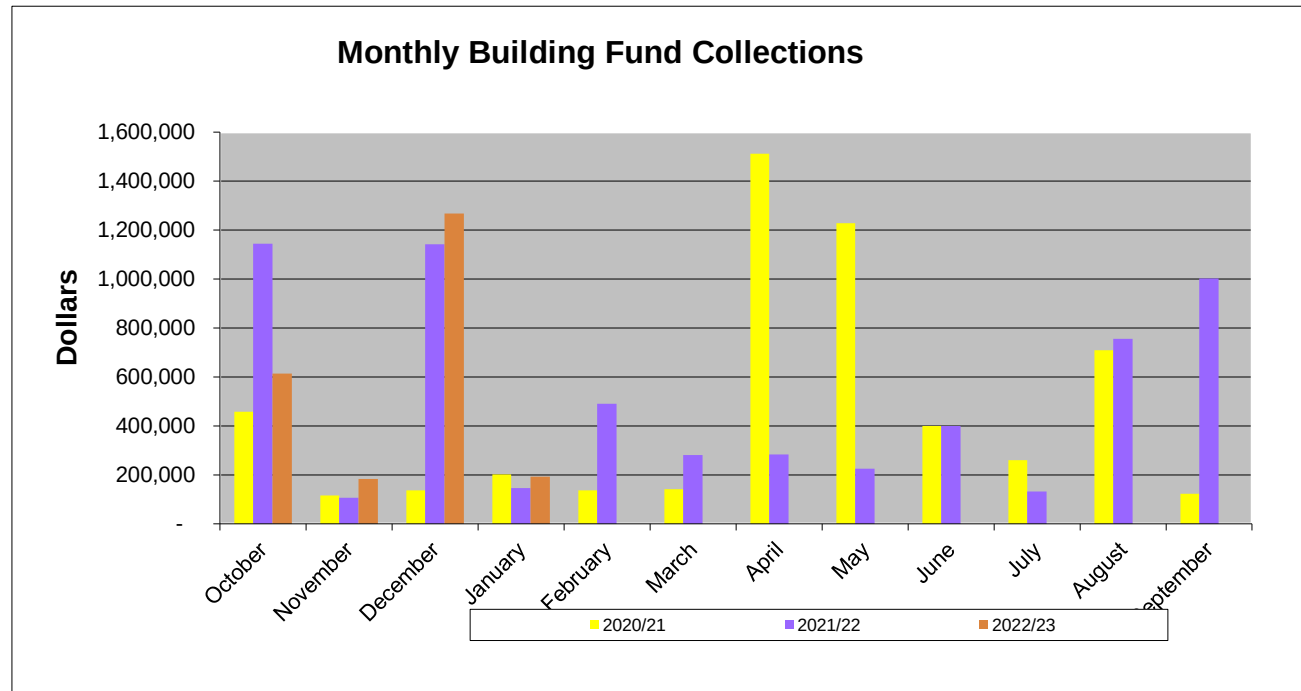
Contingency and Fund Balance Estimate

Building Fund Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	456,717	1,144,624	613,610
November	115,930	107,616	183,413
December	137,352	1,142,811	1,267,607
January	201,184	146,194	193,243
February	137,028	490,813	
March	142,455	281,847	
April	1,511,205	283,429	
May	1,227,546	226,093	
June	399,057	399,287	
July	259,308	132,426	
August	709,467	755,979	
September	122,504	1,003,182	
Total	5,419,752	6,114,301	2,257,873

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	456,717	1,144,624	613,610
November	572,647	1,252,240	797,023
December	709,999	2,395,051	2,064,630
January	911,182	2,541,246	2,257,873
February	1,048,210	3,032,058	
March	1,190,665	3,313,906	
April	2,701,870	3,597,334	
May	3,929,416	3,823,427	
June	4,328,473	4,222,715	
July	4,587,780	4,355,140	
August	5,297,248	5,111,119	
September	5,419,752	6,114,301	
Annual Goal	4,777,331	4,741,977	5,322,012

Building Fund - thru January 2023

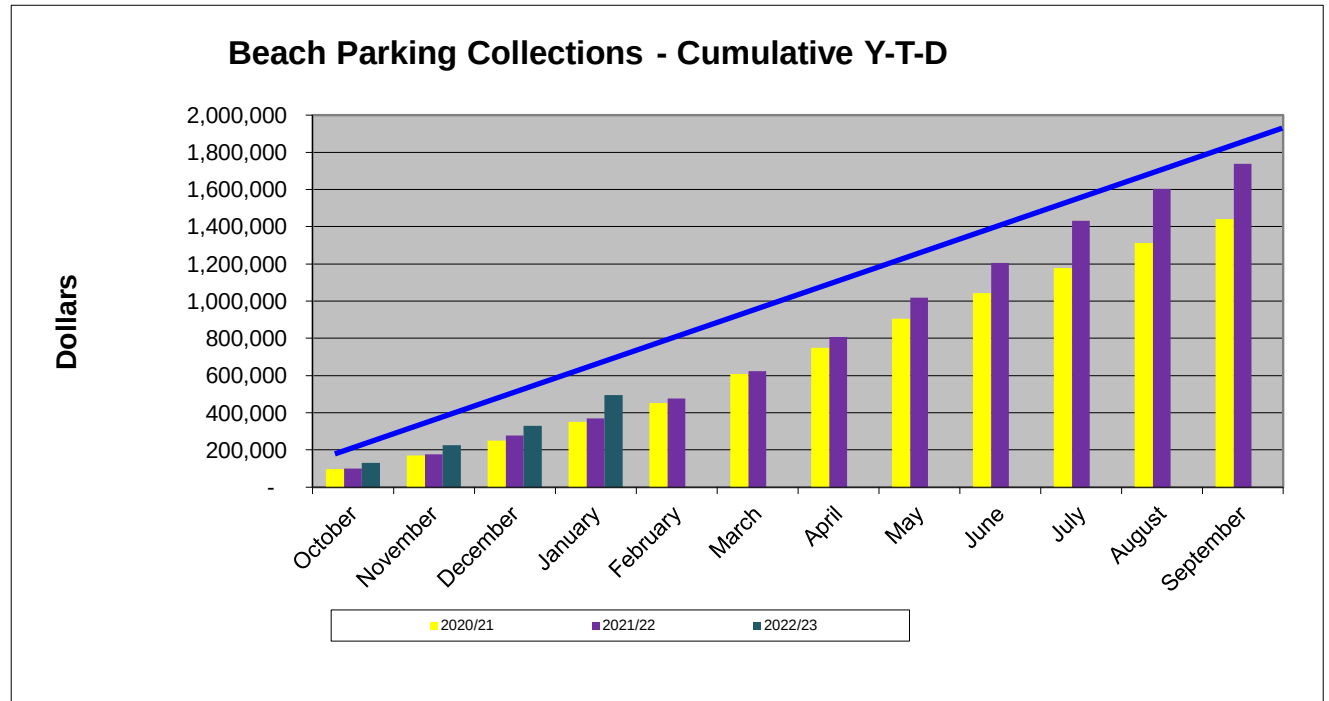
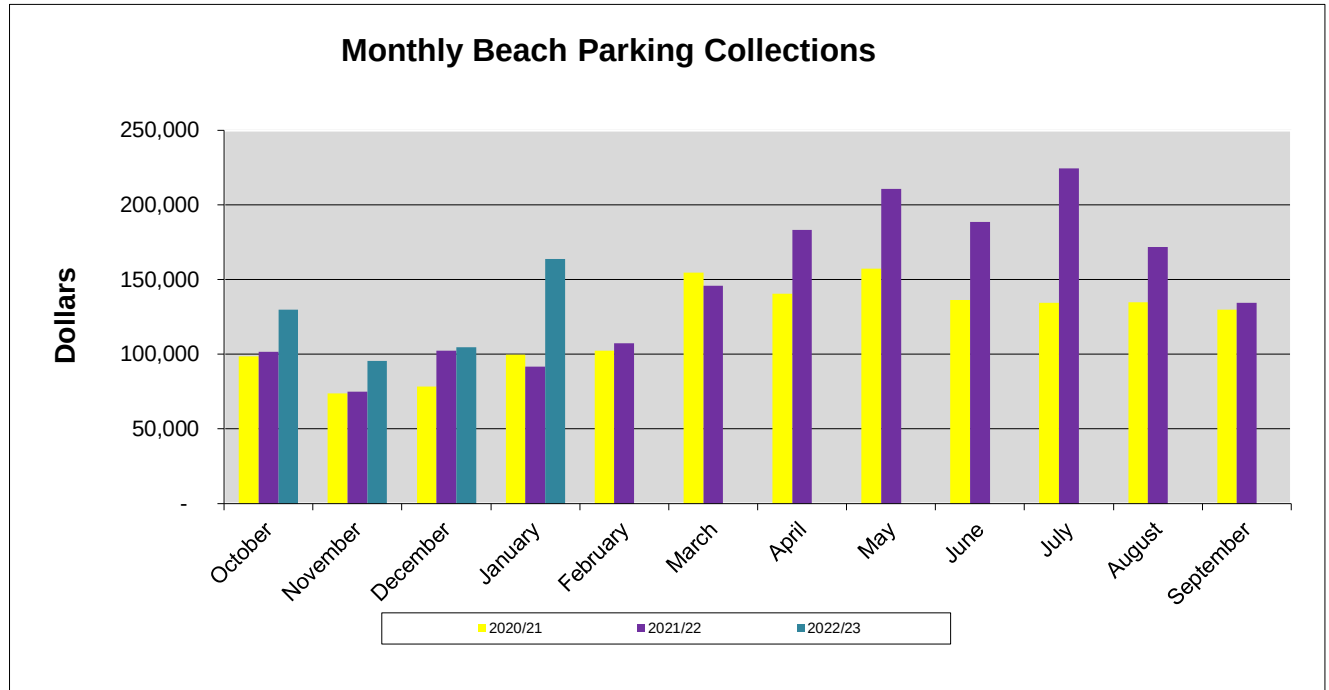


Parking Fee Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	98,451	101,582	130,026
November	73,741	75,146	95,694
December	78,542	102,321	104,713
January	99,866	91,751	164,030
February	102,595	107,375	
March	154,528	145,848	
April	140,766	183,397	
May	157,300	210,704	
June	136,216	188,603	
July	134,658	224,411	
August	135,026	171,951	
September	130,087	134,616	
Total	<u>1,441,776</u>	<u>1,737,704</u>	<u>494,463</u>

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	98,451	101,582	130,026
November	172,193	176,728	225,720
December	250,735	279,049	330,433
January	350,600	370,800	494,463
February	453,195	478,175	
March	607,723	624,023	
April	748,488	807,420	
May	905,789	1,018,123	
June	1,042,005	1,206,726	
July	1,176,663	1,431,138	
August	1,311,689	1,603,088	
September	1,441,776	1,737,704	
Annual Budget Goal	<u>1,094,352</u>	<u>1,347,086</u>	<u>1,558,354</u>

Beach Parking - thru January 2023



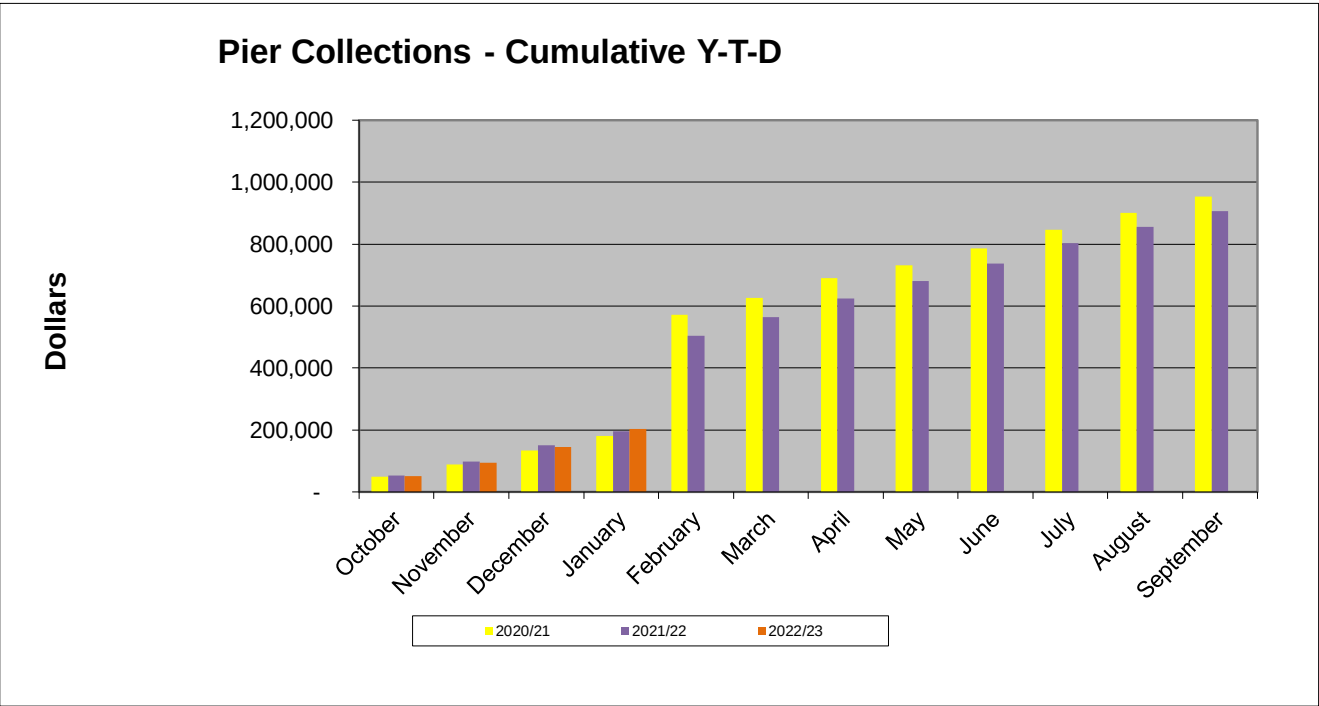
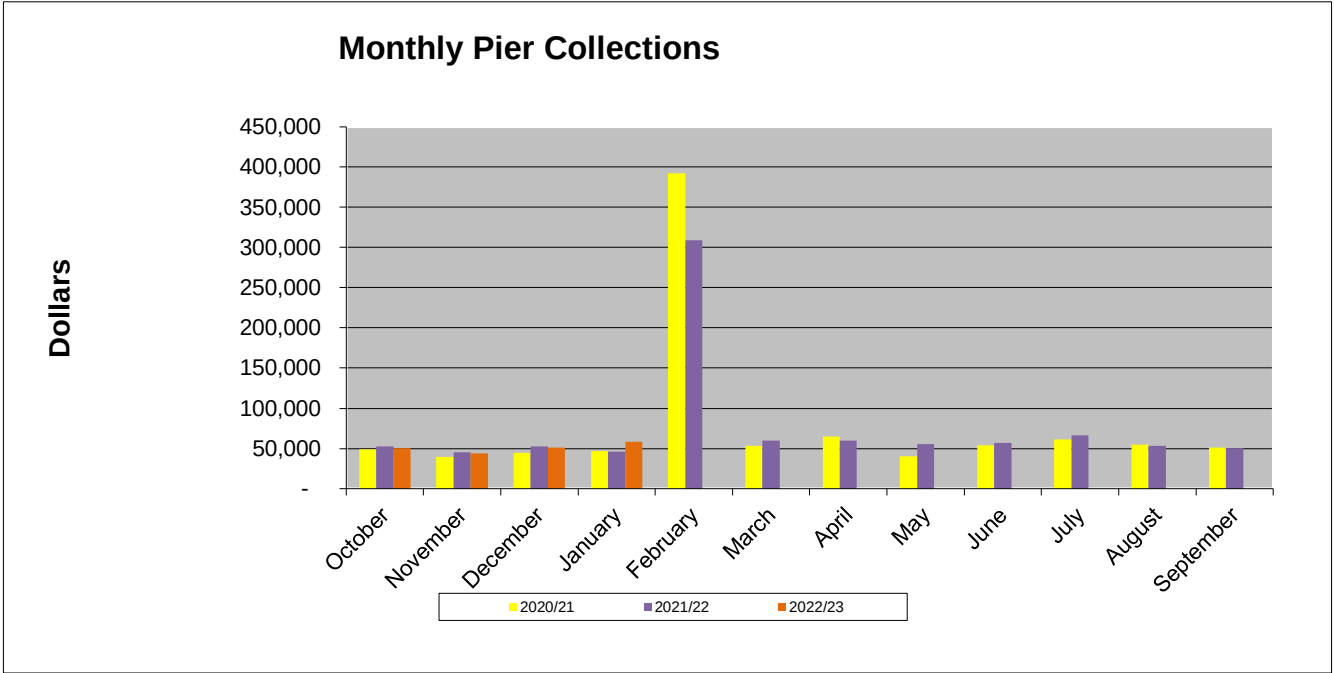
Pier Revenues

	2020/21	2021/22	2022/23
Monthly			
October	49,128	52,575	50,313
November	39,289	45,411	43,917
December	44,807	52,271	50,942
January	46,662	45,906	58,345
February	392,450	308,830	
March	53,244	59,863	
April	64,937	59,852	
May	40,544	55,621	
June	54,227	56,858	
July	61,599	66,152	
August	54,857	52,975	
September	50,878	50,426	
Total	952,620	906,740	203,516

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	2020/21	2021/22	2022/23
Cumulative			
October	49,128	52,575	50,313
November	88,416	97,986	94,229
December	133,223	150,257	145,171
January	179,885	196,163	203,516
February	572,336	504,993	
March	625,579	564,856	
April	690,516	624,708	
May	731,061	680,329	
June	785,287	737,187	
July	846,886	803,339	
August	901,742	856,314	
September	952,620	906,740	
Annual Budget Goal	773,952	844,816	937,301

Pier Revenues - thru January 2023

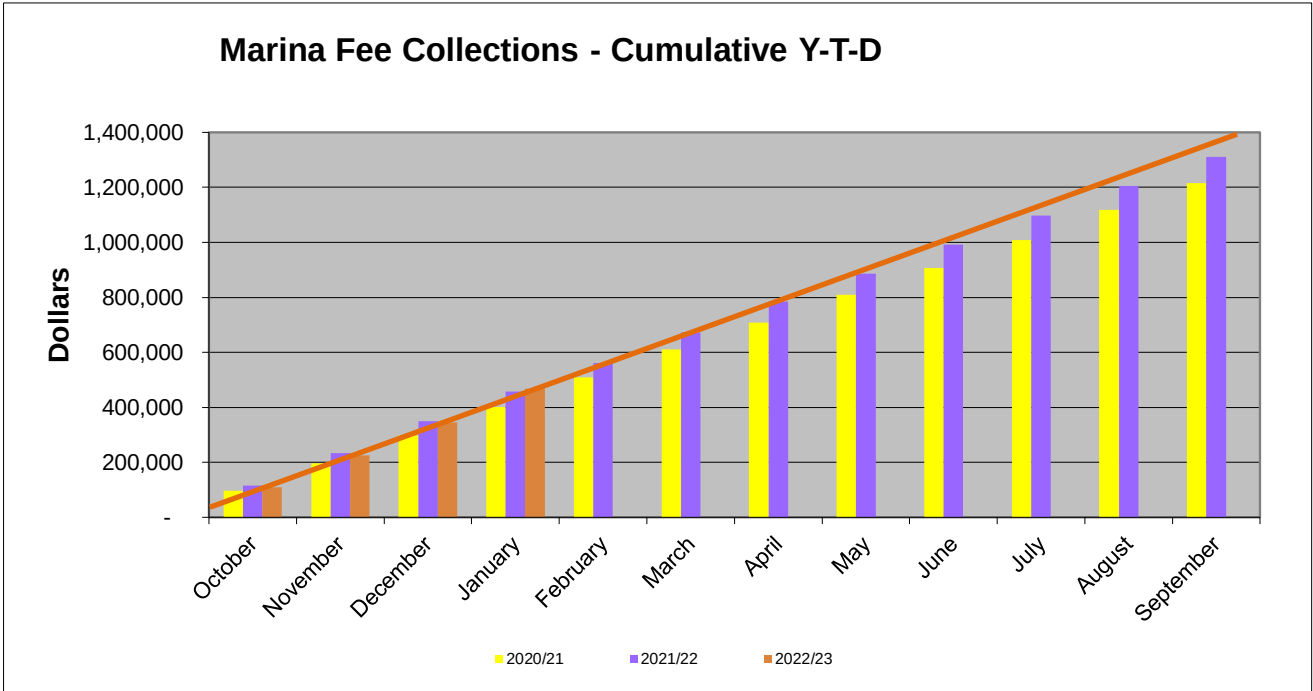
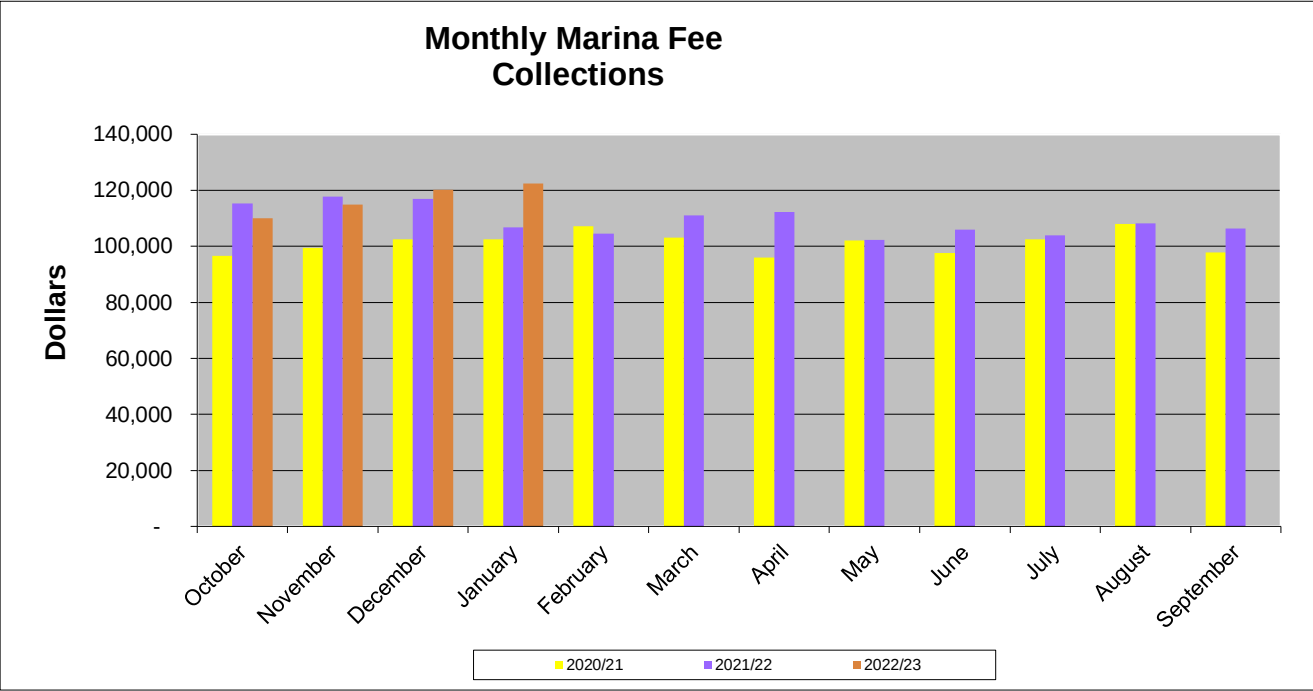


Marina Fee Collections

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Monthly			
October	96,691	115,264	110,115
November	99,519	117,663	114,822
December	102,437	116,830	120,199
January	102,400	106,673	122,502
February	107,245	104,605	
March	103,019	111,125	
April	96,002	112,170	
May	102,039	102,373	
June	97,546	106,001	
July	102,395	104,000	
August	108,051	108,096	
September	97,767	106,418	
Total	<u>1,215,110</u>	<u>1,311,218</u>	<u>467,638</u>

	<u>2020/21</u>	<u>2021/22</u>	<u>2022/23</u>
Cumulative			
October	96,691	115,264	110,115
November	196,210	232,927	224,937
December	298,647	349,758	345,136
January	401,047	456,431	467,638
February	508,292	561,036	
March	611,312	672,161	
April	707,313	784,330	
May	809,352	886,703	
June	906,898	992,704	
July	1,009,292	1,096,704	
August	1,117,343	1,204,800	
September	1,215,110	1,311,218	
Budget Goal	<u>1,011,953</u>	<u>1,290,768</u>	<u>1,339,555</u>

Marina Fees - thru January 2023

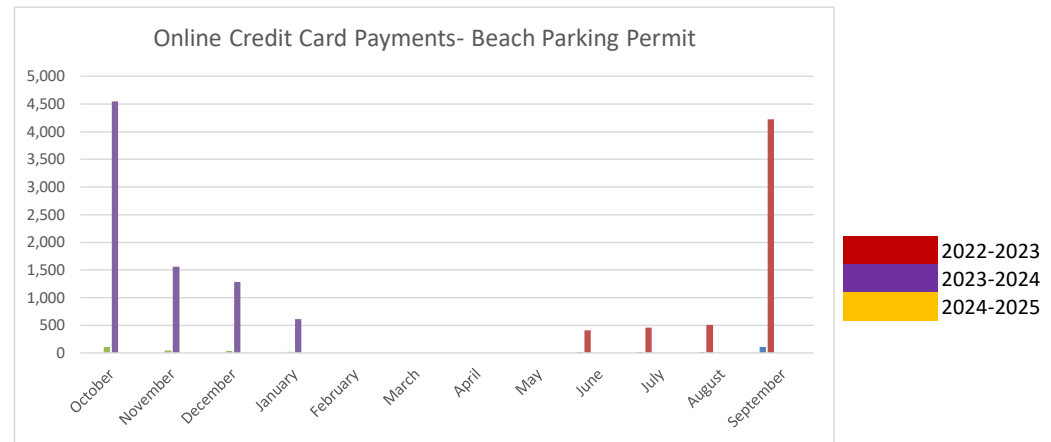


City of Dania Beach: Master Capital Projects Summary as of 1/31/23												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,159,729	-	-	786,532	6,946,261	(825,536)	6,120,725	Construction		
Neighborhood Drainage Improvement	PS-SW-0040	Transportation Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(3,111,202)	1,059,758	Construction		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000		1,060,000	(10,968)	1,049,033	Design		
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,275)	120,712	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(248,275)	23,060	Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	1,686,442	-	-	3,634,878	5,321,320	(499,800)	4,821,520	Construction		
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,773,921	2,273,921	(2,273,921)	-	Construction		
Solar Lighting	PS-RB-0020, PS-RB-0043, PS-RB-0044	CDBG 44, 46, 47	-	396,491	-	-	396,491	-	396,491	Construction		4/30/2023
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(165,868)	917,132	Construction		7/31/2023
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		
Frank C. "Tootie" Adler Park	N/A	FRDAP, GF	300,000	200,000	-	433,541	933,541	(933,541)	-	Design		4/30/2023
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	-	-	-	500,000	500,000	(39,603)	460,397	Design		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-045	Capital, Bank Loan	-	-	-	1,305,462	1,305,462	(1,217,775)	87,687	Construction		
Oasis XIV - CDBG 45	PS-RB-0030	CDBG 45	-	172,549	-	-	172,549	(169,360)	3,189	Construction		9/30/2022
Oasis XV - Capital Fund	N/A	Capital	-	-	-	58,149	58,149	(11,000)	47,149	Construction		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	-	822,604	Not Started		
Roadway and Median Electrical	N/A	Capital	200,000	-	-	210,000	410,000	(159,999)	250,001	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,206,339)	520,459	Construction		

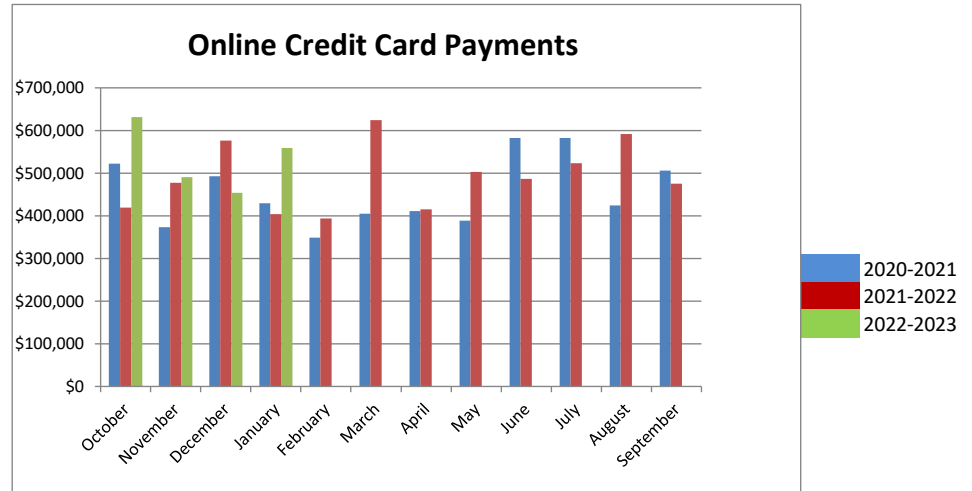
City of Dania Beach: Master Capital Projects Summary as of 1/31/23

Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 22-23 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
CW Thomas Park Phase I	N/A	Bank Loan, Capital	18,100,000	-	-	265,505	18,365,505	(1,521,015)	16,844,490	Construction		
Beachside Restroom Improvement	PS-BP-0015	Capital	150,000							Planning		
City Hall Restrooms	PS-PB-0055	Capital	80,000							Planning		
Bus Stop Improvements	PS-RB-0110	Capital	90,000							Planning		
Neighborhood Water Line Replacement	PS-WU-0060	Water	203,000							Planning		
Water Plant Chemical Feed Area	PS-WU-0070	Water	150,000							Planning		
Tiger Tail Horizontal Well/Hydraulic Modeling	PS-WU-0052	Water								Planning		
Wells G&I Rehabilitation	PS-WU-0053	Water	100,000							Planning		
Dune Design Segment III Beach Nourishment	PS-BP-0051	Capital	20,900							Design		
Corridor Landscape Master Plan	PS-RB-0090	Capital	315,000							Design		
NW/SW 1st Street Water Main	PS-WU-0020, PS-WU-0021	Water	500,000							Design		
Water Plant Accelerator Cleaning	PS-WU-0030	Water	100,000							Design		
C51 Water Supply	PS-WU-0050	Water	4,600,000							Design		
SW 52nd Street Drainage Improvement	PS-SW-0041	Stormwater	1,200,000	Resilient FL						Design		
Fuel Facility Improvements	PS-PB-0060	Capital	50,000							Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	FDEP						Construction		
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000							Construction		
NW 1st St Streetscape	PS-RB-0070	Capital	250,000							Construction		
West Wing Life Safety	PS-PB-0051	Capital								Construction		
Median/Poles Electrification	PS-RB-0080	Capital	500,000							Construction		
Tidal Valves - Stormwater System	PS-SW-0100	Stormwater	250,000							On Hold		
FPL Service Laterals to Lights	PS-BP-0023	Capital								On Hold		
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			\$31,469,170	\$4,782,390	\$535,150	\$13,196,403	\$49,983,113	(\$13,752,826)	\$36,230,289			

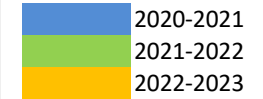
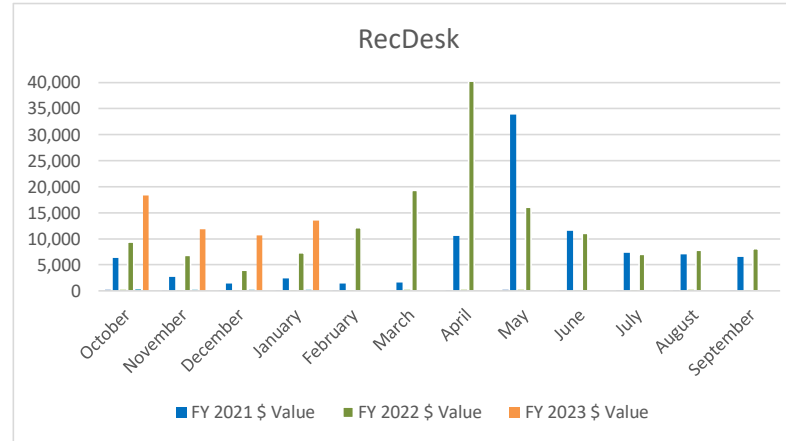
FY 2022			FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October			112	\$4,547		
November			46	\$1,562		
December			36	\$1,284		
January			23	\$615		
February						
March						
April						
May	0	\$0				
June	9	\$411				
July	10	\$460				
August	13	\$508				
Septembe	106	\$4,227				



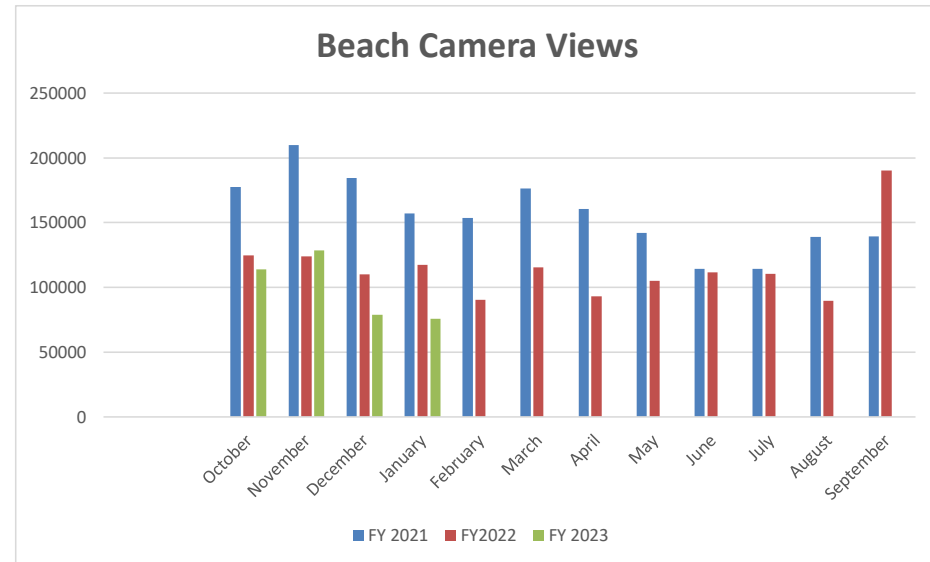
	FY 2021		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,694	\$522,541	1,756	\$419,523	1,799	\$631,937
November	1,659	\$372,920	1607	\$477,225	1698	\$490,381
December	1,859	\$493,048	1644	\$575,861	1676	\$453,598
January	1,681	\$429,192	1580	\$403,966	1814	\$559,003
February	1,625	\$348,642	1461	\$393,924		
March	1,751	\$405,303	1883	\$624,708		
April	1,600	\$410,951	1558	\$415,006		
May	1,568	\$388,510	1635	\$502,840		
June	1,654	\$581,978	1771	\$486,384		
July	2,077	\$582,478	2003	\$522,805		
August	1,589	\$424,738	1919	\$591,853		
September	1,921	\$505,704	1748	\$475,765		



	FY 2021		FY 2022		FY 2023	
	<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	197	\$6,283	203	\$9,350	293	\$18,293
November	90	\$2,727	126	\$6,835	188	\$11,802
December	46	\$1,398	112	\$3,952	184	\$10,643
January	73	\$2,416	106	\$7,346	228	\$13,489
February	60	\$1,414	159	\$12,120		
March	87	\$1,595	252	\$19,322		
April	161	\$10,541	264	\$48,956		
May	251	\$33,829	205	\$16,068		
June	152	\$11,549	125	\$10,999		
July	131	\$7,298	108	\$7,008		
August	124	\$7,003	203	\$7,805		
September	142	\$6,503	133	\$8,115		

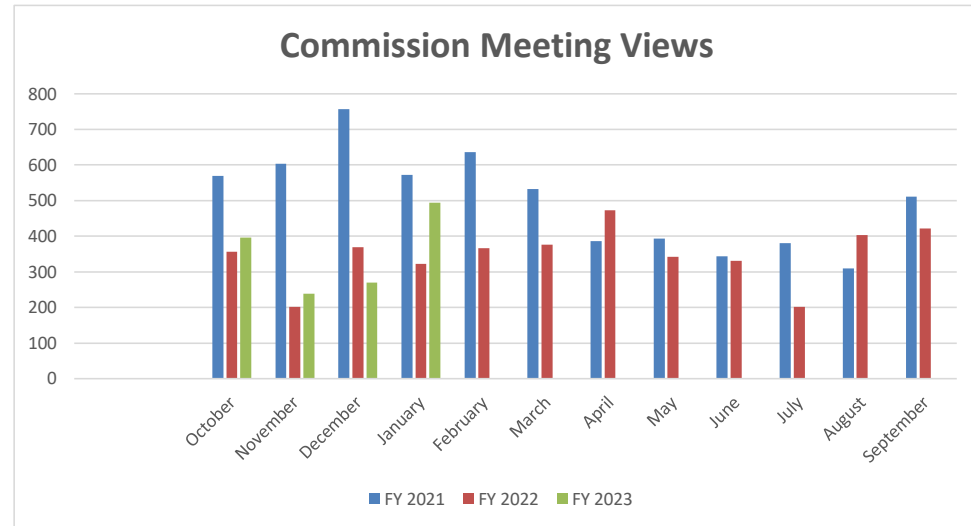


	FY 2021	FY2022	FY 2023
October	177,400	124,800	113,900
November	210,000	124,100	128,500
December	184,300	110,100	78,800
January	157,100	117,200	75,900
February	153,700	90,500	
March	176,200	115,300	
April	160,700	93,100	
May	142,200	104,900	
June	114,400	111,500	
July	114,400	110,600	
August	138,900	89,700	
September	139,200	190,300	



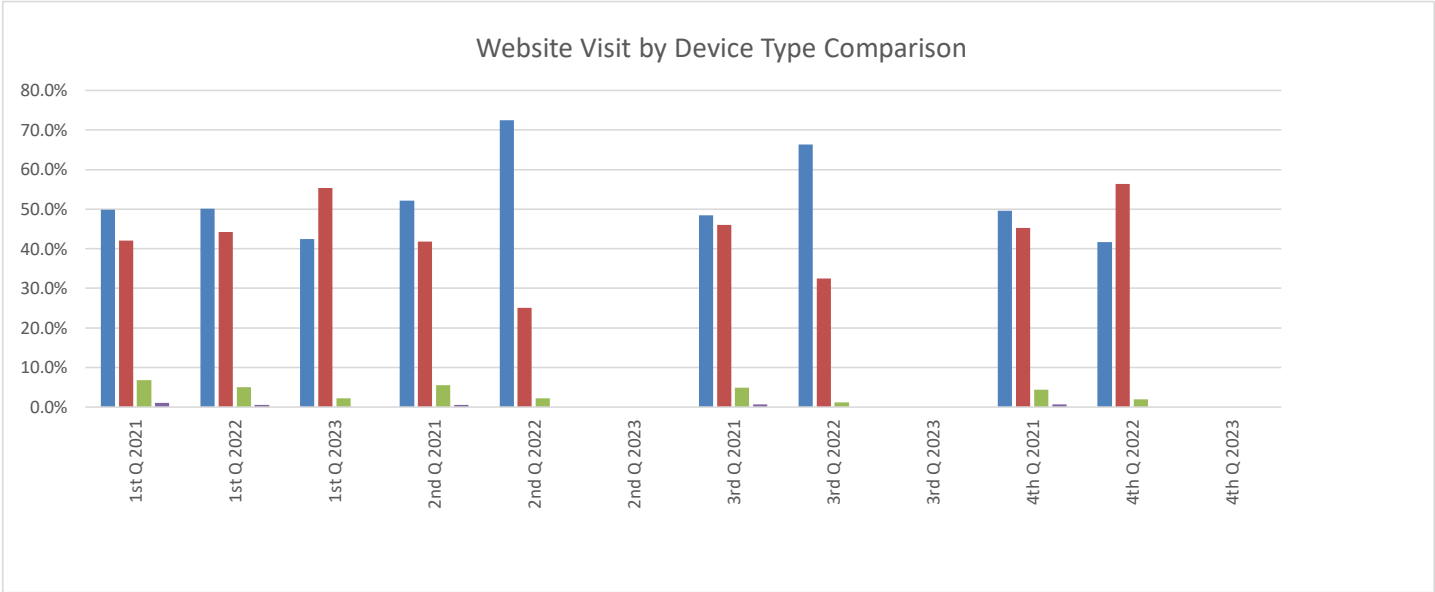
YouTube Channel
FY 2021 **FY 2022** **FY 2023**

October	570	357	396
November	604	201	238
December	757	369	270
January	573	323	494
February	636	366	
March	533	377	
April	386	473	
May	393	342	
June	343	331	
July	380	202	
August	310	403	
September	511	422	

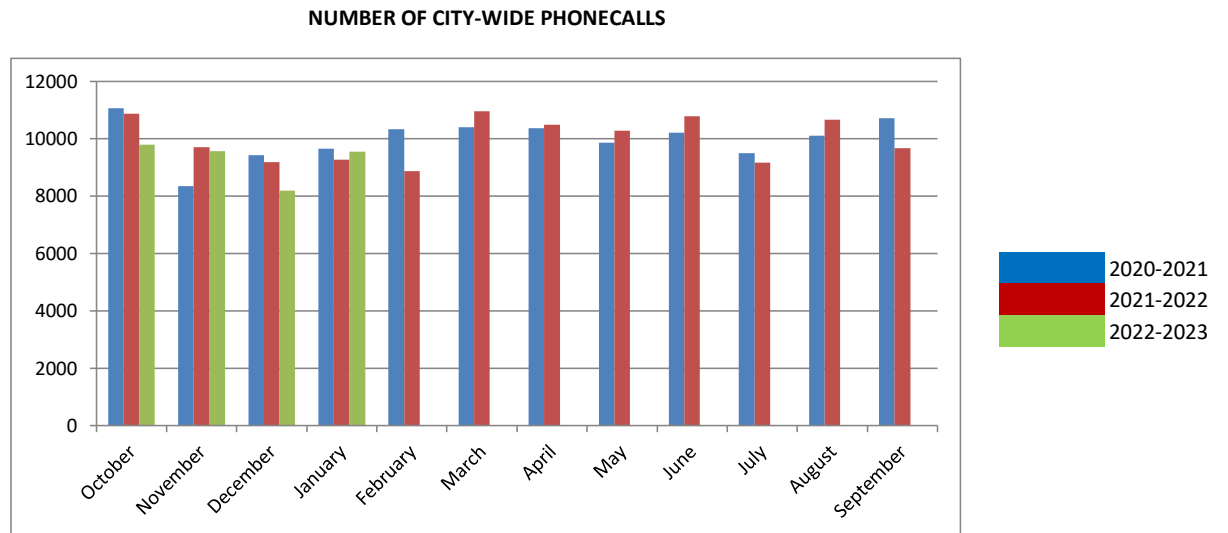


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	49.8%	50.2%	42.5%	52.1%	72.5%		48.4%	66.4%		49.6%	41.6%	
Smartphone	42.0%	44.2%	55.3%	41.8%	25.1%		46.1%	32.5%		45.3%	56.4%	
Tablet	6.8%	5.0%	2.2%	5.5%	2.2%		4.9%	1.2%		4.4%	2.0%	
Other	1.1%	0.6%		0.6%			0.7%			0.7%		

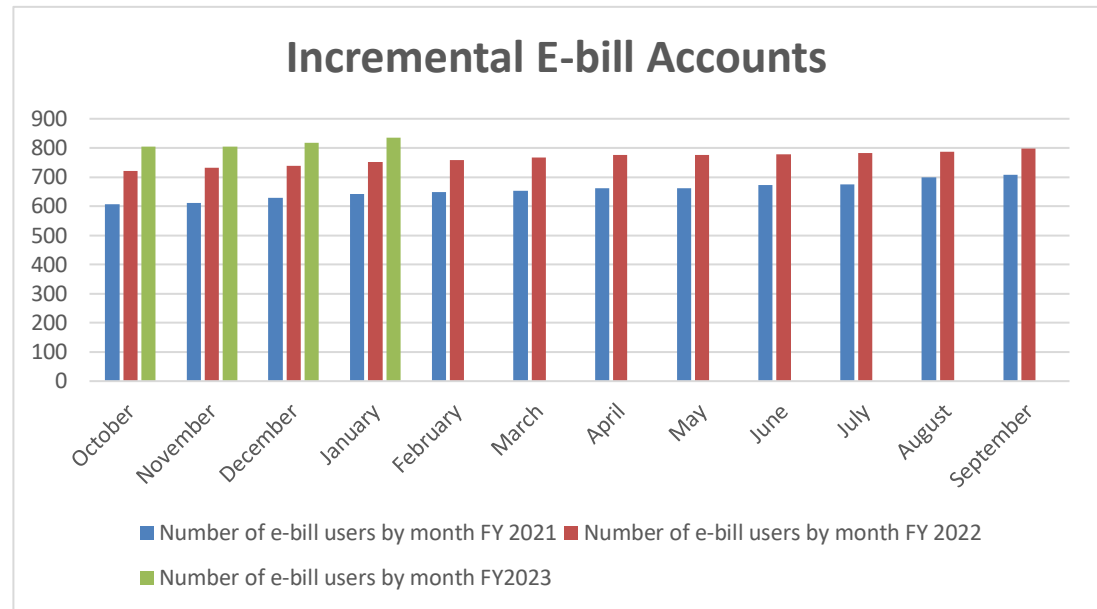


	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,070	10,868	9,789
November	8,348	9,702	9,564
December	9,435	9,193	8,197
January	9,656	9,268	9,543
February	10,334	8,875	
March	10,410	10,960	
April	10,374	10,499	
May	9,863	10,274	
June	10,210	10,791	
July	9,496	9,164	
August	10,112	10,658	
September	10,713	9,667	



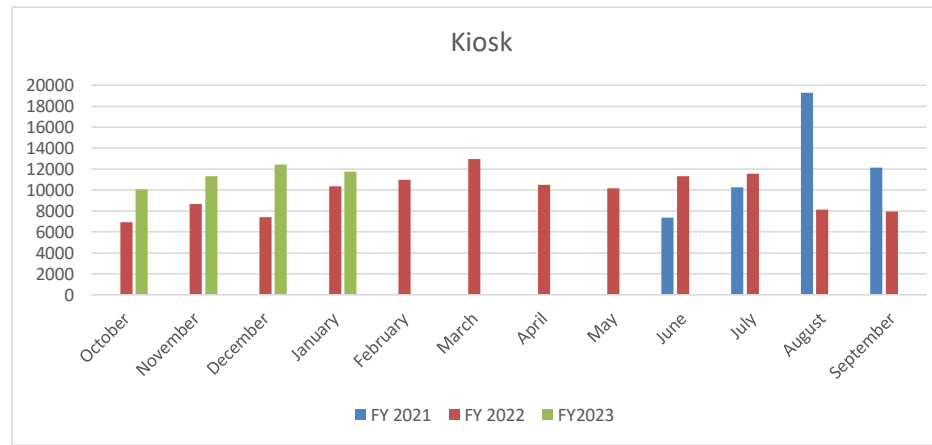
Number of e-bill users by month

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October	607	722	804
November	612	731	805
December	629	738	818
January	643	751	835
February	649	759	
March	653	767	
April	661	776	
May	662	775	
June	672	778	
July	674	782	
August	698	787	
September	708	797	



Kiosk

	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY2023</u>
October		\$ 6,940.80	\$ 10,067.50
November		\$ 8,678.89	\$ 11,339.44
December		\$ 7,403.30	\$ 12,409.30
January		\$ 10,348.96	\$ 11,755.07
February		\$ 10,992.74	
March		\$ 12,964.70	
April		\$ 10,480.52	
May		\$ 10,160.84	
June	\$ 7,372.46	\$ 11,336.27	
July	\$ 10,238.61	\$ 11,575.17	
August	\$ 19,296.09	\$ 8,117.21	
Septembe	\$ 12,155.35	\$ 7,940.87	



Miscellaneous Billing Invoice Aging Report

Aging Date 01/31/2023

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	2710.00	2,710.00
# 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	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	3360.00	.00	.00	.00	3,360.00
# 4786 - Dillard Josephine	Reservaton of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$3,360.00	\$0.00	\$0.00	\$32,600.00	\$35,960.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
Bulk Trash Pickup		.00	2054.00	.00	90.00	5010.00	7154.00
Bulk Trash Pk Up		\$0.00	\$2,054.00	\$0.00	\$90.00	\$5,010.00	\$7,154.00
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	247,585.00	247,585.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$264,885.00	\$264,885.00
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	11,340.00	.00	150.00	.00	35,899.43	47,389.43
Miscellaneous Totals		\$11,340.00	\$0.00	\$150.00	\$0.00	\$56,141.43	\$67,631.43
Grand Totals							
		\$11,340.00	\$5,414.00	\$150.00	\$90.00	\$360,911.79	\$377,905.79

Business Tax Receipt Activity - January 2023

Out of Business/Inactive	# of BTRs	Dollar Amount
South Florida Safes Inc	1	\$ 131.25
Simatt Inc	1	\$ 277.50
Chabad of Dania Beach Inc	1	\$ -
Total Out of Business/Inactive	3	\$ 408.75

New Approved Applications	# of BTRs	Dollar Amount
144 FL LLC	1	\$ 236.25
4484 Partners LLC	1	\$ 236.25
Beatriz E Tobon	1	\$ 236.25
Carnival Corporation	1	\$ 942.50
E & E Creative Designs	1	\$ 546.25
Fabricaire USA LLC	1	\$ 620.00
Family Heritage Life Insurance Company of America	1	\$ 183.75
Grupo UG LLC	1	\$ 236.25
Jewish School of Miami Corp	1	\$ 815.00
Luiza Nikoghosyan	1	\$ 236.25
Petra Cardova	1	\$ 236.25
Premiuim Mobility LLC	1	\$ 520.00
Raymond & Gabriela Alegre	1	\$ 236.25
Val's Cookies Inc	1	\$ 940.00
Total New Applications	14	\$ 6,221.25

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	374	\$ 111,134.79
Paid Renewals	2,732	\$ 972,882.87
Total BTRs as of 01/31/2023	3,106	1,084,017.66 **

**includes license fee, fire inspection & solid waste registration

City of Dania Beach
Commercial Solid Waste Report FY 2022-2023
Payments Received

Annual Budget \$ 730,000

Waste Hauler								
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	General Fund
Permit Application Fee	75.00	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	1,000.00	Monthly Activity
Monthly Franchise								
Oct	\$ 5,924.84	\$ 30,835.82	\$ 15,713.24	\$ 5,799.87	\$ 663.28	\$ 1,808.93	\$ 7,382.83	\$ 68,128.81
Nov	No Remittance	No Remittance	14,226.85	2,944.86	398.54	No Remittance	8,233.69	25,803.94
Dec	5,473.80	64,370.12	11,314.72	1,730.43	974.20	4,502.66	9,357.33	97,723.26
Jan	2,631.65	32,104.05	11,639.51	2,086.55	914.40	2,087.77	10,306.62	61,770.55
Feb								-
Mar								-
Apr								-
May								-
Jun								-
Jul								-
Aug								-
Sep								-
Total Mo. Franchise	\$ 14,030.29	\$ 127,309.99	\$ 52,894.32	\$ 12,561.71	\$ 2,950.42	\$ 8,399.36	\$ 35,280.47	\$ 253,426.56
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Solid Waste Fund
Monthly Franchise								
Oct	\$ 1,974.95	\$ 10,278.61	\$ 5,237.75	\$ 1,933.29	\$ 221.10	\$ 602.98	\$ 2,460.95	\$ 22,709.63
Nov	No Remittance	No Remittance	\$ 4,742.28	\$ 981.62	\$ 132.85	No Remittance	\$ 2,744.56	\$ 8,601.31
Dec	\$ 1,824.61	\$ 21,456.70	\$ 3,771.58	\$ 576.81	\$ 324.74	\$ 1,500.89	\$ 3,119.11	\$ 32,574.44
Jan	\$ 877.22	\$ 10,701.35	\$ 3,879.84	\$ 695.52	\$ 304.80	\$ 695.92	\$ 3,435.54	\$ 20,590.19
Feb								\$ -
Mar								\$ -
Apr								\$ -
May								\$ -
Jun								\$ -
Jul								\$ -
Aug								\$ -
Sep								\$ -
Total Mo. Franchise	\$ 4,676.78	\$ 42,436.66	\$ 17,631.45	\$ 4,187.24	\$ 983.49	\$ 2,799.79	\$ 11,760.16	\$ 84,475.57
Total Receipts	\$ 19,782.07	\$ 170,821.65	\$ 71,600.77	\$ 17,973.95	\$ 5,008.91	\$ 12,274.15	\$ 48,115.63	\$ 345,577.13

NOT submitting
Report

NOT submitting
Customer Report

submitted
Report

submitted Report

submitted Report

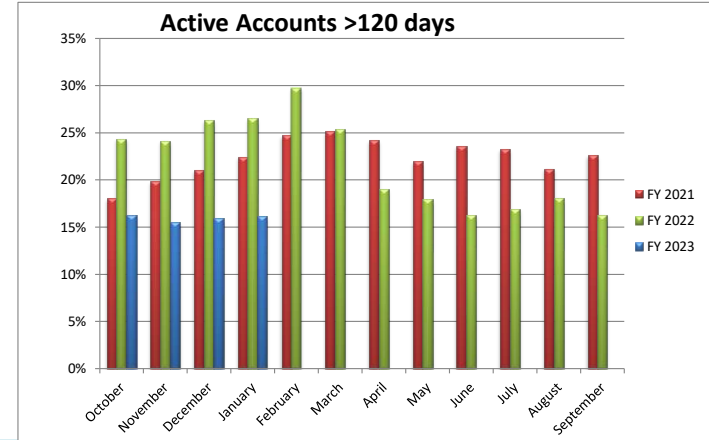
NOT submitting
Report

submitting Report

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

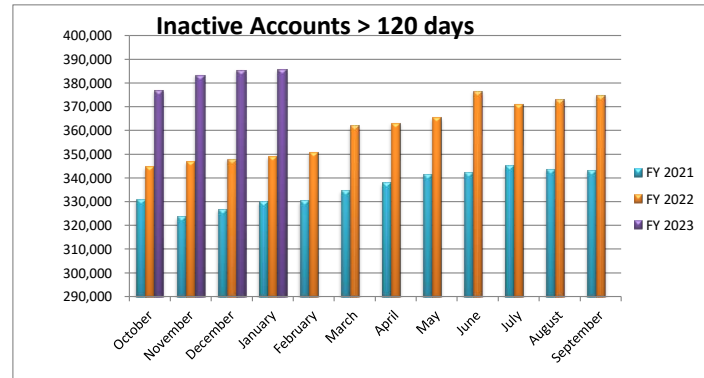
	FY 2021			FY 2022			FY 2023		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	183,822	\$ 1,019,908	18%	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%
November	207,753	1,049,166	20%	276,502	1,145,557	24%	186,463	1,205,526	15%
December	227,856	1,082,042	21%	286,708	1,088,332	26%	188,661	1,186,620	16%
January	248,468	1,107,929	22%	309,337	1,166,202	27%	188,029	1,165,000	16%
February	262,649	1,063,670	25%	322,379	1,084,213	30%			
March	262,514	1,042,220	25%	281,908	1,112,053	25%			
April	273,503	1,129,480	24%	222,556	1,169,668	19%			
May	264,778	1,203,079	22%	211,091	1,178,959	18%			
June	260,736	1,105,993	24%	190,542	1,173,565	16%			
July	248,966	1,069,697	23%	201,407	1,194,888	17%			
August	246,396	1,164,114	21%	202,749	1,120,866	18%			
September	250,534	1,107,838	23%	183,816	1,129,966	16%			
Annual Avg	\$ 244,831	\$ 1,095,428	22%	\$ 247,012	\$ 1,141,260	22%	\$ 187,036	\$ 1,174,461	16%



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 2021		FY 2022		FY 2023	
	>120 Past Due		>120 Past Due		>120 Past Due	
October	330,831	344,685	4%		377,040	9%
November	323,648	346,914	7%		383,454	10%
December	326,595	347,964	6%		385,515	10%
January	330,267	349,252	5%		385,601	9%
February	330,406	350,890	6%			
March	334,793	361,917	7%			
April	337,912	363,125	7%			
May	341,380	365,539	7%			
June	342,137	376,626	9%			
July	345,332	371,165	7%			
August	343,626	372,990	8%			
September	343,127	375,001	8%			
Annual Avg	\$ 335,838	\$ 360,506	7%		\$ 382,902	6%



Water Fund

Monthly Utility Account Activity

Misc

Building/ New Construction Activity					Delinquent Account Activity										Meter Replacement					New Accts	
Water Impact Fee		Water Tap Fee		Delinquent			Turn-Off			Pulled Meter Reinstall Fee		# of Meters Replaced		Prior Yr.	# per Month	Prior Yr.					
2022	2023	2022	2023	2022	2023	# of Accts	2022	2023	# of Accts	2022	2023	2023									
													5/8" 1"- 1 1/2" 2" and above		Total						
Oct	\$ 40,482.00	\$ 46,710.00	\$ -	\$ -	\$ 3,695.00	\$ 2,565.00	\$ 513.00	\$ -	\$ 3,310.00	\$ 110.33	\$ -	\$ -				30	31				
Nov	-	-	-	-	3,706.50	2,540.00	508.00	-	2,800.00	93.33	-	-	5		5	35	45				
Dec	38,925.00	53,717.00	-	-	3,665.00	3,125.00	625.00	80.00	2,430.00	81.00	-	-	-		5	40	52				
Jan	-	2,282.00	-	-	2,685.00	2,795.00	559.00	-	1,340.00	44.67	-	-	10	1	-	33	35				
Feb	7,785.00		1,750.00		1,880.00		-	-		-	-				-		43				
Mar	3,114.00		2,900.00		5,130.00		-	-		-	-				-		83				
Apr	12,456.00		-		2,585.00		-	7,970.00		-	-				-		71				
May	17,127.00		-		2,405.00		-	4,320.00		-	-				-		68				
Jun	1,557.00		1,450.00		2,250.00		-	3,440.00		-	-				-		37				
Jul	2,282.00		1,450.00		3,095.00		-	3,731.61		-	-				-		49				
Aug	-		-		2,685.00		-	3,660.00		-	-				-		71				
Sept	15,570.00		3,385.00		2,870.00		-	3,160.00		-	-		9	-	-		36				
Total	\$ 139,298	\$ 102,709	\$ 10,935	\$ -	\$ 36,652	\$ 11,025	\$ 2,205	\$ 26,362	\$ 9,880	\$ 329.33	\$ -	\$ -	Yr-to-Date Total		25	44	138	621			

4%

15%

of City's 4,800 accounts
become delinquent for this period...

of the delinquent accounts
are turned-off monthly for non-payment

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/22 (Unaudited)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
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\$ 325,000	\$ 29,383,000
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(Uses) / Additions:

October	(4,500)	(861,297)
November	(7,500)	(35,177)
December	-	-
January	(3,000)	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-

Sub-Total (Uses) / Additions	(15,000)	(896,474)
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Sub-Total Available	310,000	28,486,526
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Other Considerations

GFOA/City Commission 25% Reserve	(12,500,000) est.
Bridge Loans - S.E. Stormwater	(1,000,000)

Estimate of Availability at 09/30/23

\$ 310,000	\$ 14,986,526
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#001-18-00-519-99-10

Original Budget	\$	325,000
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	Total	
Oct	(4,500)	Vice Mayor- Picnic
Nov	(7,500)	\$5k Reach Prog.-Olsen Middle
December	-	\$2.5k- Gasper Arts - Comm. Davis
January	(3,000)	Love our Nation
February		
March		
April		
May		
June		
July		
August		
September		

Balance Remaining	\$ 310,000
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City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/22</u>	29,383,000	
Uses: <u>#389-90-01</u>			
October	(861,297)		C/Fwd PO's
November	(35,177)		Centurion security
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>(896,474)</u>	
Estimated Balance Available 09/30/23		<u>\$ 28,486,526</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 09/30/23		<u><u>14,986,526</u></u>	