

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 9, 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)

ADDENDUM NO. 2

*(Items in **red** are new and/or revised)*

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Recognition of Junice Beau Brun, Rising Star, C. W. Thomas Park, Winner of the 2023

Earth Day Art Competition – *Sponsored by Commissioner Davis*

2. Education Advisory Board to Give Awards to the Teacher of the Year, Employee of the Year, Parent of the Year, and Kid of Character from Collins Elementary, Dania Elementary, and Olsen Middle School - *Parks and Recreation*
3. Height/Density Reduction Presentation - *Community Development*
4. Presentation of Proposed Design for CW Thomas Park - *Parks and Recreation*
5. Nyberg Swanson House Update - *Public Services*
6. Discussion of Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority by Broward League of Cities President, Bob Mayersohn - *Public Services*

4. PROCLAMATIONS

1. National Safe Boating Week - *Sponsored by Mayor Ryan*
2. Turquoise Takeover Week – *Sponsored by Vice Mayor Lewellen*
3. Teacher's Appreciation Week - *Parks and Recreation*
4. Request for Proclamation Approval - National Poppy Day - May 26, 2023 - for presentation on May 22, 2023 - *Sponsored by Mayor Ryan*
5. Request for Proclamation Approval - National Maritime Day - May 22, 2023 - for presentation May 22, 2023 - *Sponsored by Mayor Ryan*

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:

- February 28, 2023 Regular City Commission Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH THE TWELVE (12) FIRMS THAT SUBMITTED RESPONSES TO THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-031 ENTITLED, “OUTSIDE LEGAL COUNSEL IN VARIOUS PRACTICE AREAS”; WHICH MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

5. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY RELATING TO AIRPORT ZONING REGULATIONS, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

6. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING THE APPROVAL OF A MID-YEAR BUDGET AMENDMENT; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A VAC-CON TRUCK AND OTHER EQUIPMENT UTILIZING SOURCEWELL CONTRACT RFP NO. 101221-VAC AND FLORIDA SHERIFFS ASSOCIATION CONTRACT BID AWARD #FSA20-EQU18.0 FOR STORM PREPARATION AND RECOVERY AND TO EXCEED THE CITY’S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2023 - ____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE, IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 23-002, WHICH PROJECT SHALL NOT EXCEED THE BUDGETED AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); AUTHORIZING APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UPDATING CERTAIN PROVISIONS OF CHAPTER 27, ENTITLED “WATER AND SEWERS;” AT ARTICLE V, ENTITLED “STORMWATER REGULATIONS,” AT SECTION 27-227, ENTITLED “STORMWATER MANAGEMENT PLAN REQUIREMENTS;” TO PROVIDE FOR CITY-WIDE INTERIM DESIGN STANDARDS FOR ALL CONSTRUCTION APPROVED AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING) *(Community Development)*

2. ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (**FIRST** READING) *(Community Development)*

3. ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED “ADMINISTRATION” AT ARTICLE V, ENTITLED “RESERVED” BY AMENDING THE ARTICLE NAME TO “NAMING OF CITY FACILITIES”, AND CREATING SECTION 2-101, ENTITLED “NAMING OF CITY OWNED FACILITIES” PROVIDING THE AUTHORITY TO THE CITY

COMMISSION TO NAME OR RENAME CITY OWNED FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING) (*Sponsored by Commissioner James*)

4. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, OF THE CITY’S CODE OF ORDINANCES ENTITLED “BEACHES, PARKS, WATERWAYS AND RECREATION,” TO AMEND THE TITLE AS FOLLOWS: “BEACHES, PARKS, WATERWAYS, RECREATION AND PARKING”; AMENDING ARTICLE II, ENTITLED “BEACH PARKING”, TO “PARKING”; AND AMENDING SECTIONS: 6-32, ENTITLED “METHOD OF IMPOSING CHARGES; AND 6-33, ENTITLED “SCHEDULE OF CHARGES” TO AMEND PARKING PERMIT FEES APPLICABLE TO THE CITY GARAGE PARKING AREA; AMENDING CHAPTER 25 OF THE CITY’S CODE OF ORDINANCES ENTITLED, “TRAFFIC”, ARTICLE III. ENTITLED “PARKING, STOPPING AND STANDING”, DIVISION 3, ENTITLED “PARKING METERS” TO REFERENCE PARKING METERS/PARKING CONTROL TECHNOLOGY; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING) (*Community Development*)

10. DISCUSSION AND POSSIBLE ACTION

1. CW Thomas Park Construction Project - *Sponsored by Mayor Ryan*

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Charter Review Board - 1 Alternate Member
2. **Broward League of Cities 2023-2024 Director Appointments**

- 1 Director
- 1 Alternate
- 1 Second Alternate

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - May 23, 2023 CRA Board Meeting - 5:30 p.m.
 - May 23, 2023 Regular City Commission Meeting - 7:00 p.m.

14. ADJOURNMENT

ACKNOWLEDGEMENTS: City Commission Meeting

Tuesday, 05/09/2023 @ 7PM

- **COLLINS ELEMENTARY SCHOOL**

- **ONE (1) TEACHER: Jaslyn Lewis**
 - Mrs. Lewis is Collins Elementary's dedicated 2022-2023 Teacher of the Year. She teaches 5th Grade and serves as an outstanding school ambassador for Collins Elementary by providing professional leadership.
- **ONE (1) STAFF PERSON: Joyce Hunter**
 - Ms. Hunter is Collins Elementary's fabulous 2022-2023 Employee-Related Staff Member of the Year. Ms. Hunter has been a Teacher Assistant at Collins Elementary for over 30 years and continues to spread joy to our students on a daily basis.
- **ONE (1) PARENT: Lizzette Vicario**
 - Ms. Vicario serves as a School Advisory Forum Chair for Collins Elementary. She represents Collins Elementary at the monthly district SAC meetings, makes reports at the School Advisory Board, and always attends our schoolwide events.
- **ONE (1) KID OF CHARACTER NAME: D'Andrae Wright**
 - D'Andrae was selected for his positive attitude towards school staff and peers. As a student, he is a member of the Morning Announcements crew. He is always pleasant and is a great student. D'Andrae always completes tasks with a smile.

- **DANIA ELEMENTARY SCHOOL**

- **ONE (1) TEACHER: Jamie Edwards**
 - Ms. Edwards is the School Advisory Committee (SAC) Chairperson, tutors students during after-school hours, sponsors the Debate Team, a Team Leader, acts as a role model, and mentors staff members.
- **ONE (1) STAFF PERSON: Tiffany Sweet**
 - Ms. Sweet is the Information Manager Technician. She is well-known and respected by generations of students and parents. She is often called upon to provide historical information about family structures and to correspond with families; she acts as a quasi-Community Liaison as well as acts as the Broward Truancy Intervention Prevention (BTIP) liaison.
- **ONE (1) PARENT: Amanda Mizell**
 - Ms. Mizell has been a volunteer, Teacher Assistant, and Substitute. She is now a 5th-grade teacher at Dania Elementary. She is an active member of the SAC and PTO.
- **ONE (1) KID OF CHARACTER NAME: Caleb Laroff**
 - Caleb is a 5th grader who has attended Dania ES since Pre-Kindergarten. He is a member of the Safety Patrol. Caleb exhibits a caring and friendly demeanor. He has shown the ability to overcome challenges to become a leader in his class.

- **OLSEN MIDDLE SCHOOL**

- **ONE (1) TEACHER: Donella Reddick**
 - Ms. Donella Reddick has been a teacher at Awesome Olsen since 1980 and a proud member of Delta Sigma Theta Sorority, Inc. She is an invaluable support to staff, students, and the community. She

ACKNOWLEDGEMENTS: City Commission Meeting

Tuesday, 05/09/2023 @ 7PM

taught reading for 25 years, then transitioned to teaching math and never looked back. She still takes the time to mentor new teachers, coordinate the yearly 8th-grade promotion ceremony activities and formal, and do all that she can to support students and staff. She receives well-deserved gratitude from her colleagues, students, and parents.

- **ONE (1) STAFF PERSON: Kristen Slaboski**
 - Ms. Slaboski serves as the Literacy Coach for Awesome Olsen. She is also the Department head of the Literacy Department. She is a beacon to our children and not just providing academic support, but the reassurance that they are valued, supported, and seen. She is one of the first people our children see each morning as she greets each family who enters the school doors each morning- always with a smile, and an acknowledgment by name, YES- she knows the names of the countless students who pass her way each day. She also supports students beyond the traditional school day. She is one of the leaders of school partner KOOSH & Co and has coordinated multiple student training, field experiences, and activities to create student organization, R.E.A.C.H. Whether it is before, during, or after-school. Ms. Slaboski's impact on the Awesome Olsen MS Family is a mark of excellence and compassion that is evident wherever she goes.
- **ONE (1) PARENT: Robert O'Neill**
 - Mr. O'Neil donates food, refreshments, supplies, and encouragement. He doesn't give for recognition, but rather to support children, staff, and the school. What he gives is given freely and doesn't just benefit his child, but all our children. He always seeks to serve the school.
- **ONE (1) KID OF CHARACTER NAME: Mycah Ritchey**
 - Mycah has completed 6 high school classes while in middle school (Mandarin Chinese Honors, Marketing, Environmental Science Honors, Algebra Honors, and Geometry Honors); she has maintained a perfect 4.0 grade point average for middle school. She demonstrates kindness, brilliance, and is a creative leader who works relentlessly to be an exemplary student.



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Presentation

Continued from:

Requestor / Department

Eric Brown, Parks and Recreation Director / Parks & Recreation

Item Description

Presentation of Proposed Design for CW Thomas Park - *Parks and Recreation*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

4-17-23 CW THOMAS PARK COUNCIL 4-25-23 PRESENTATION

Requested Action (Identify appropriate Action or Motion)

CW Thomas Park building presentation. There is an additional walking path with exercise equipment surrounding the entire campus. Also, addition will be artificial turf on the football field.

City of Dania Beach C.W. THOMAS PARK

MASTER PLAN & COMMUNITY CENTER PRESENTATION

April 25, 2023



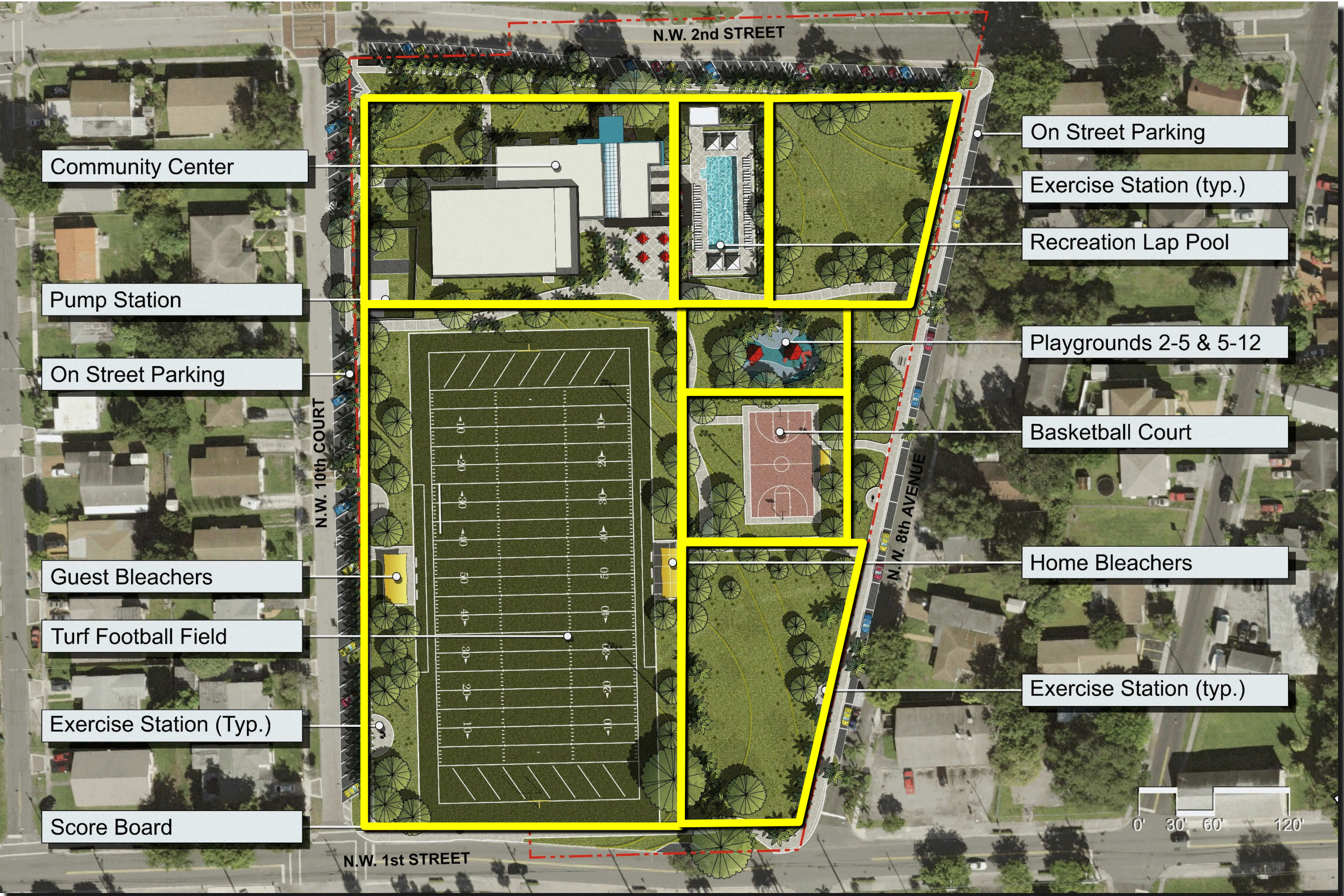


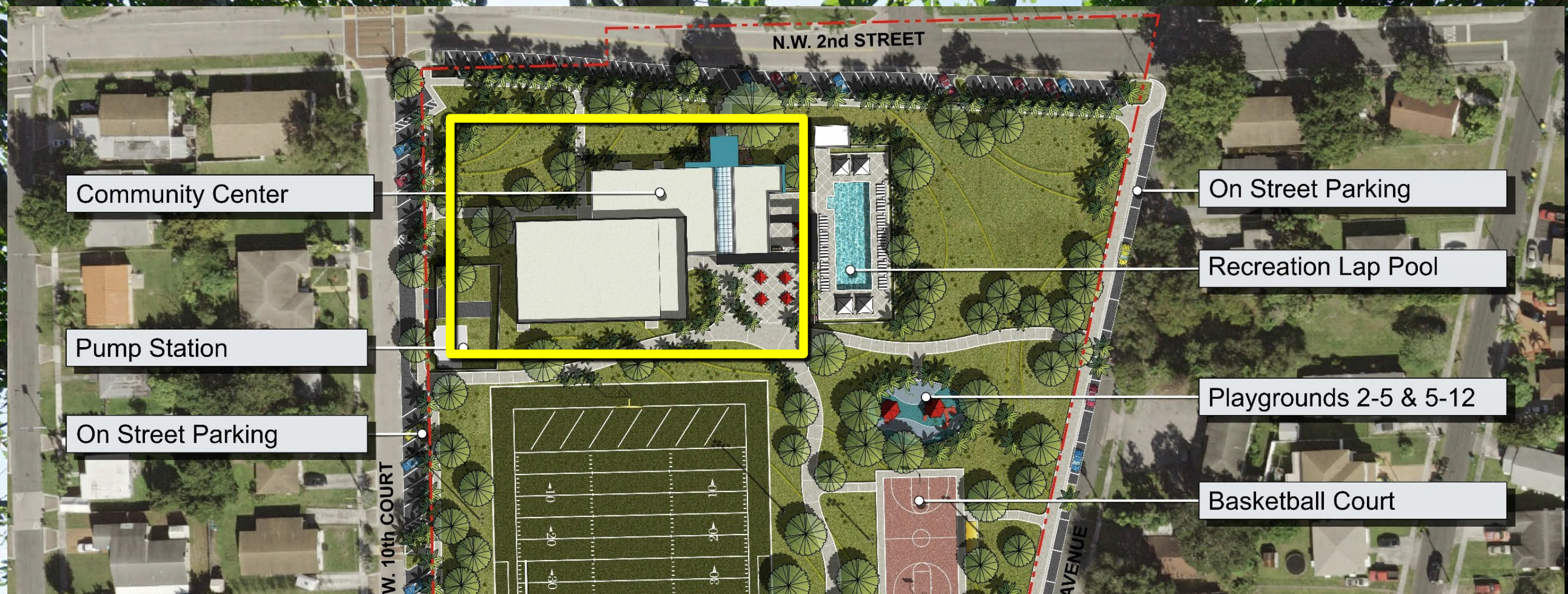
MASTER PLAN

Frost Park

Frost Park

Site plan

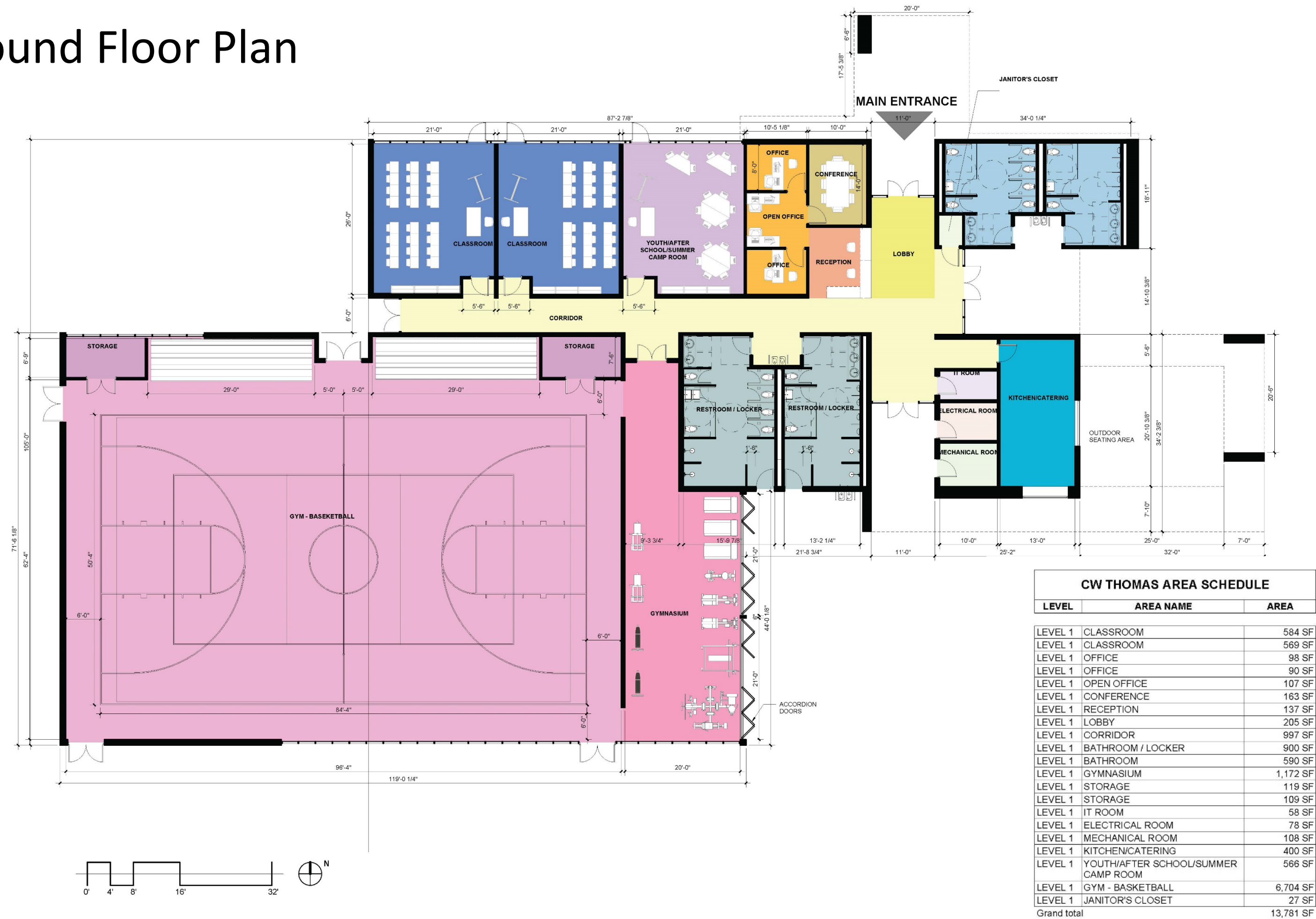




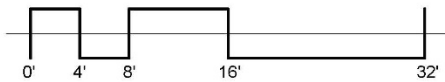
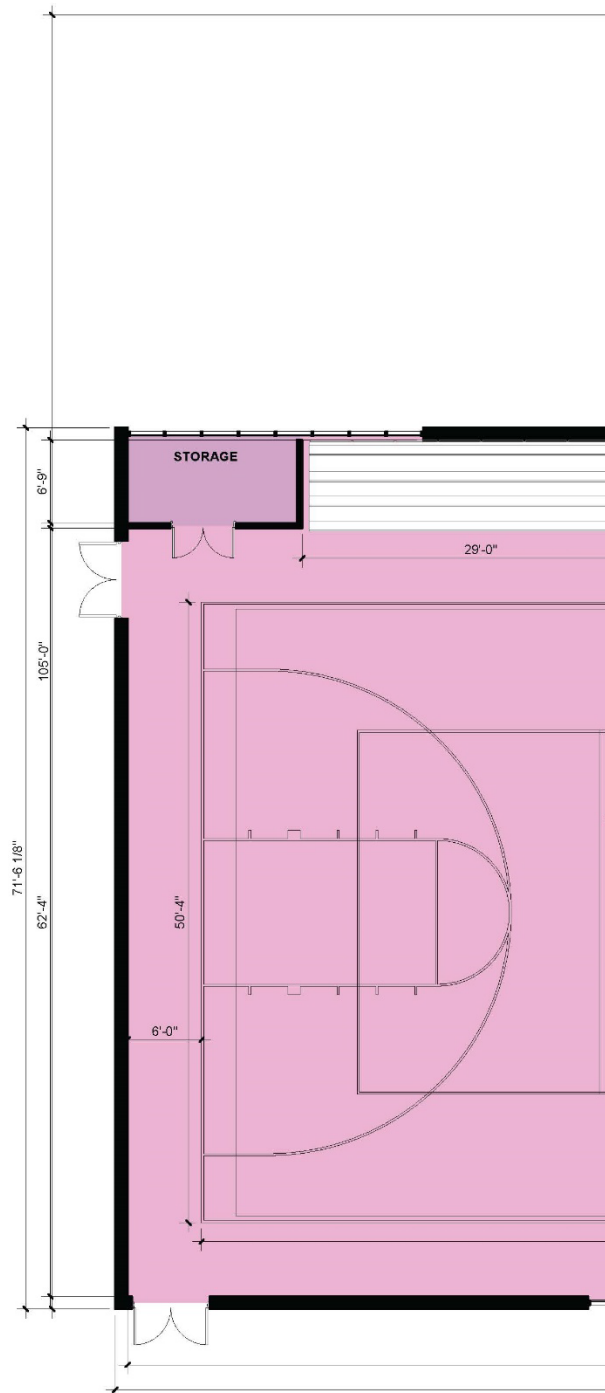
THE COMMUNITY CENTER



Ground Floor Plan



Ground Floor Plan Program

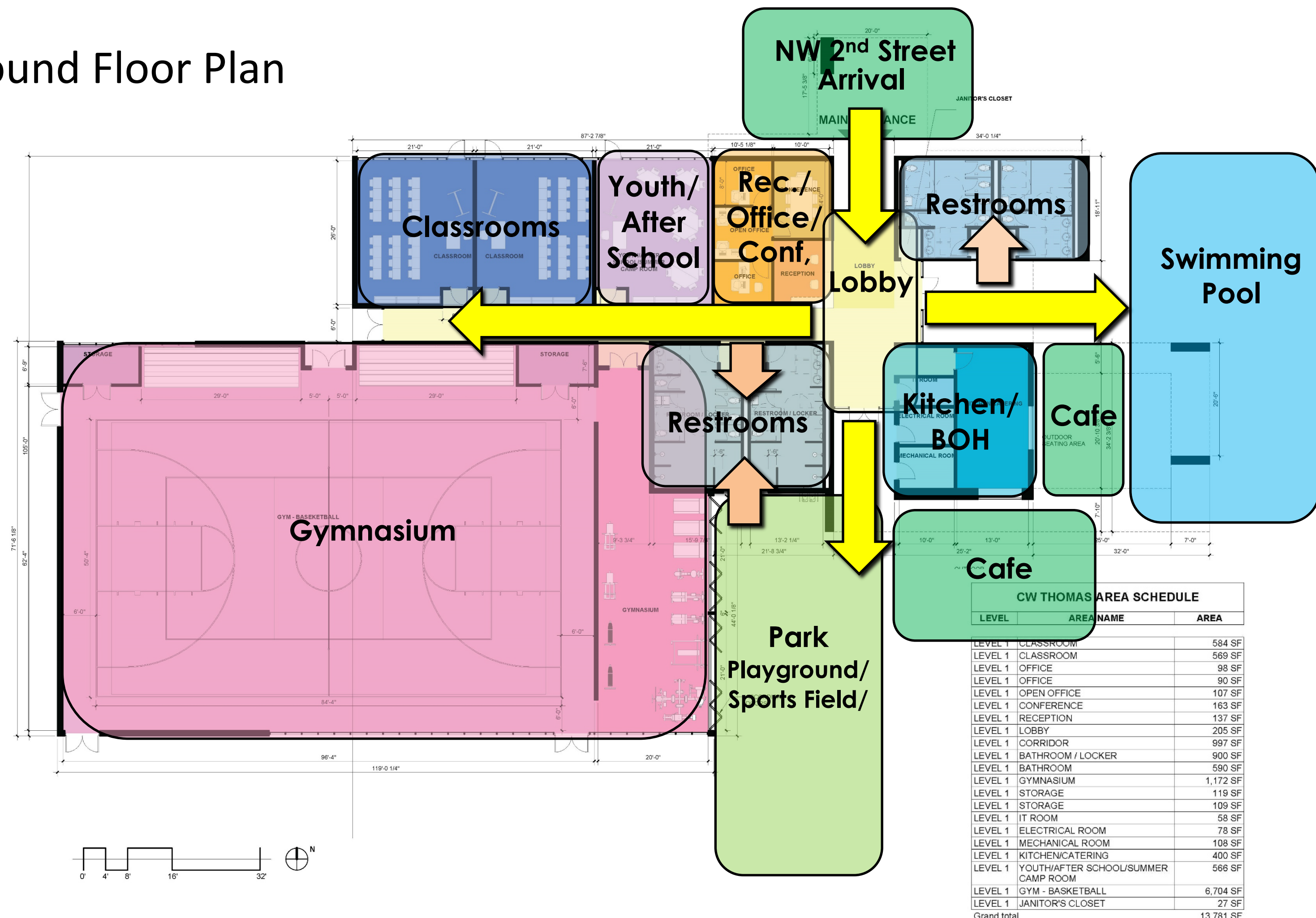


CW THOMAS AREA SCHEDULE		
LEVEL	AREA NAME	AREA
LEVEL 1	CLASSROOM	584 SF
LEVEL 1	CLASSROOM	569 SF
LEVEL 1	OFFICE	98 SF
LEVEL 1	OFFICE	90 SF
LEVEL 1	OPEN OFFICE	107 SF
LEVEL 1	CONFERENCE	163 SF
LEVEL 1	RECEPTION	137 SF
LEVEL 1	LOBBY	205 SF
LEVEL 1	CORRIDOR	997 SF
LEVEL 1	BATHROOM / LOCKER	900 SF
LEVEL 1	BATHROOM	590 SF
LEVEL 1	GYMNASIUM	1,172 SF
LEVEL 1	STORAGE	119 SF
LEVEL 1	STORAGE	109 SF
LEVEL 1	IT ROOM	58 SF
LEVEL 1	ELECTRICAL ROOM	78 SF
LEVEL 1	MECHANICAL ROOM	108 SF
LEVEL 1	KITCHEN/CATERING	400 SF
LEVEL 1	YOUTH/AFTER SCHOOL/SUMMER CAMP ROOM	566 SF
LEVEL 1	GYM - BASKETBALL	6,704 SF
LEVEL 1	JANITOR'S CLOSET	27 SF
Grand total		13,781 SF

A SCHEDULE	
	AREA
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	107 SF
	163 SF
	137 SF
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	400 SF
SUMMER	566 SF
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	27 SF
	13,781 SF

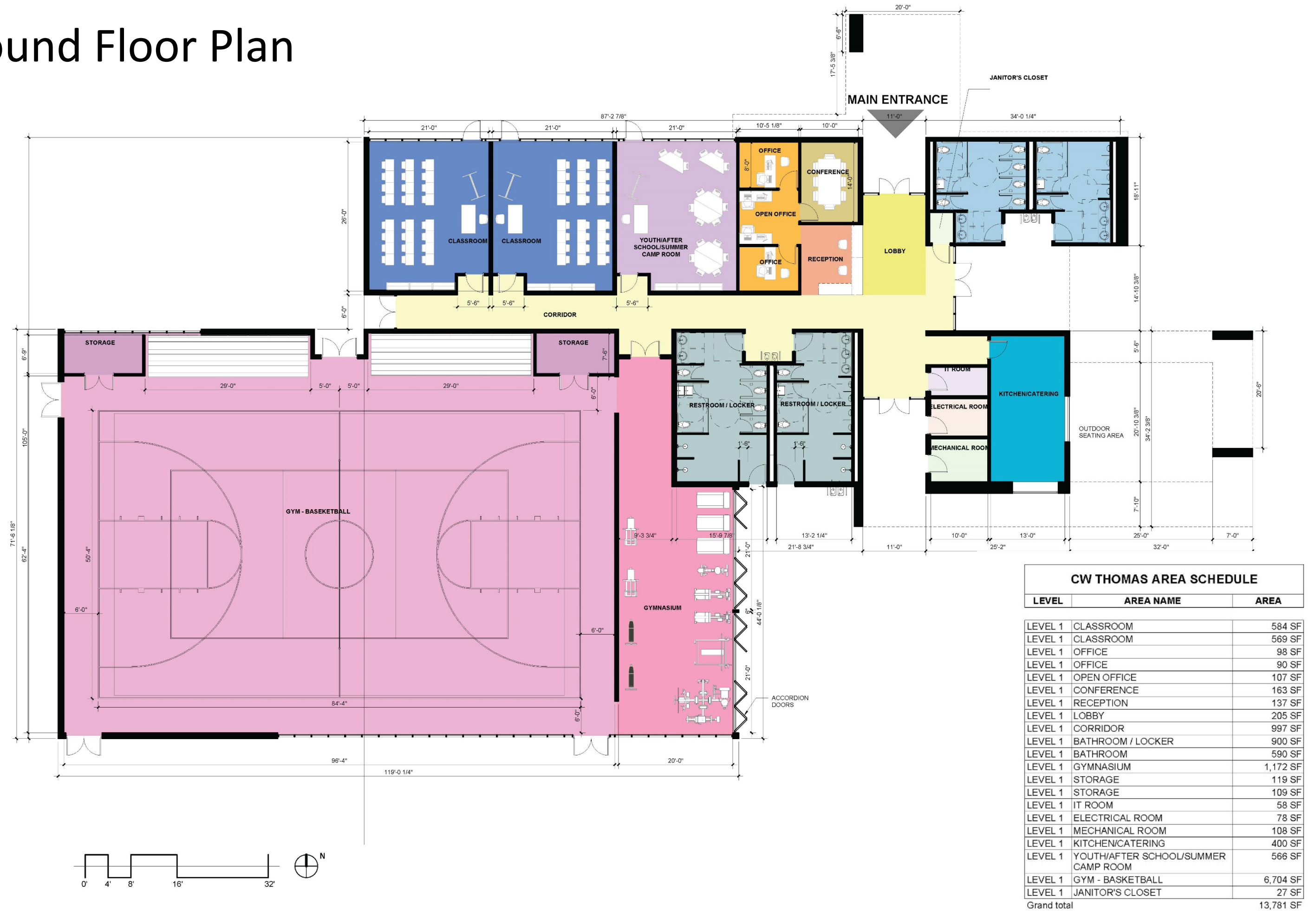
13,781 sf

Ground Floor Plan



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Ground Floor Plan



Aerial View from NE

Football Field

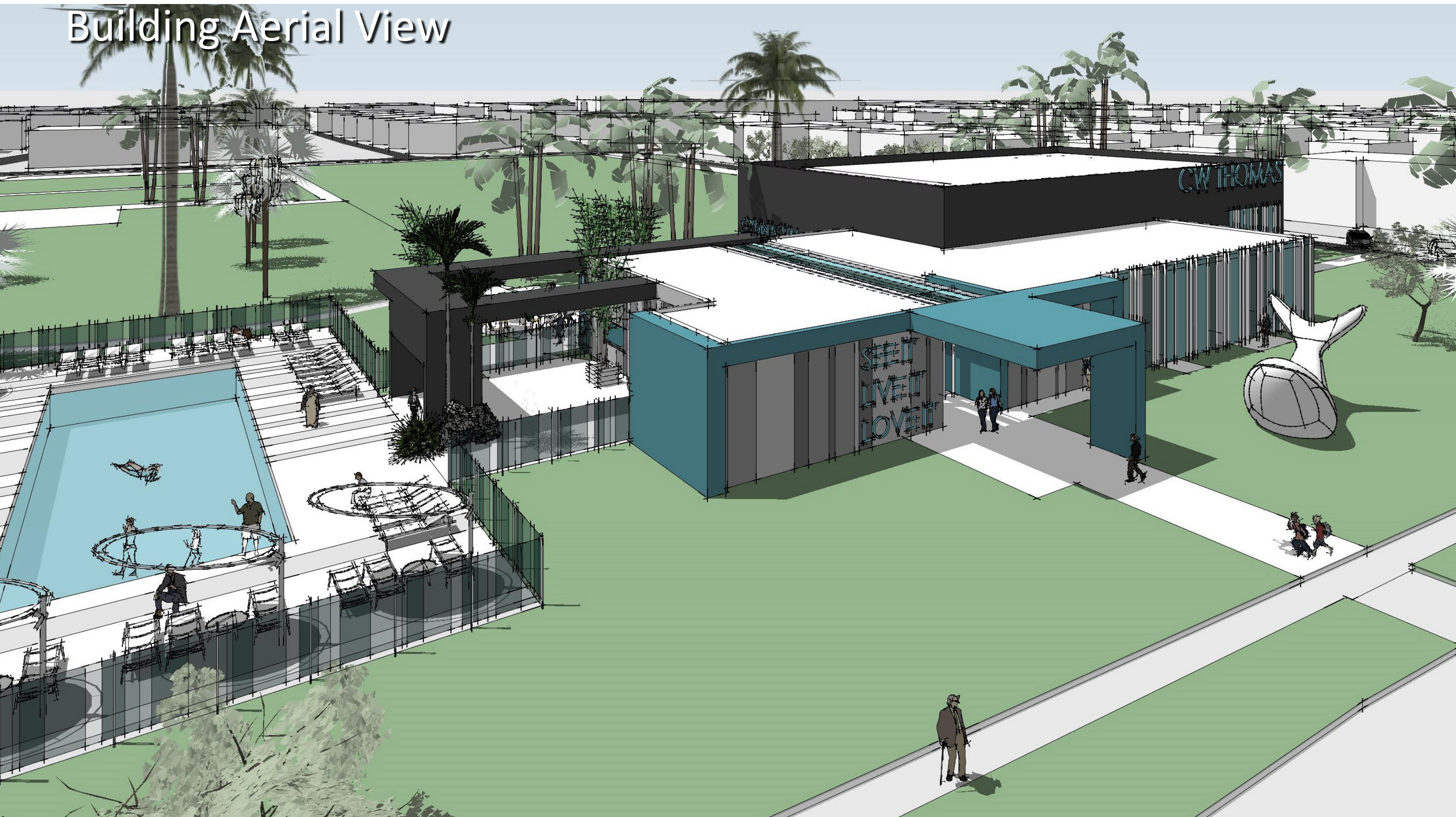
Playground

Pool

NW 2nd Street



Building Aerial View



Main Entry



View from Pool



Outdoor Cafe



Front Street View



NW 2nd Street

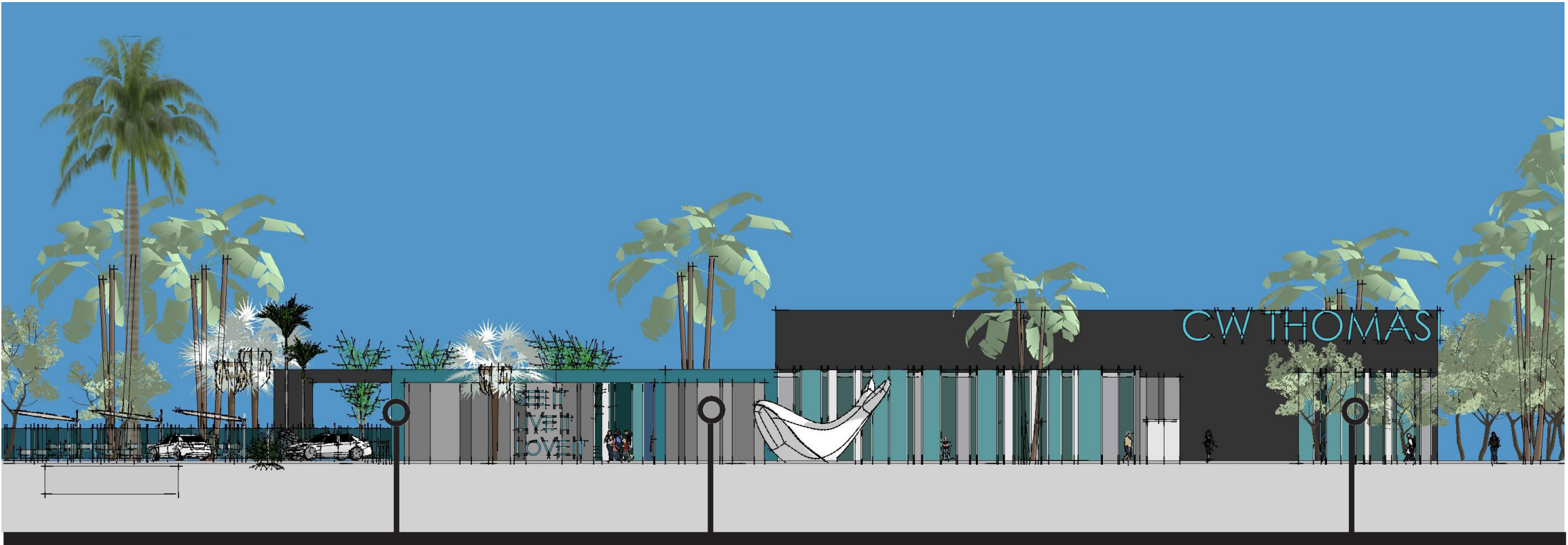
View from North



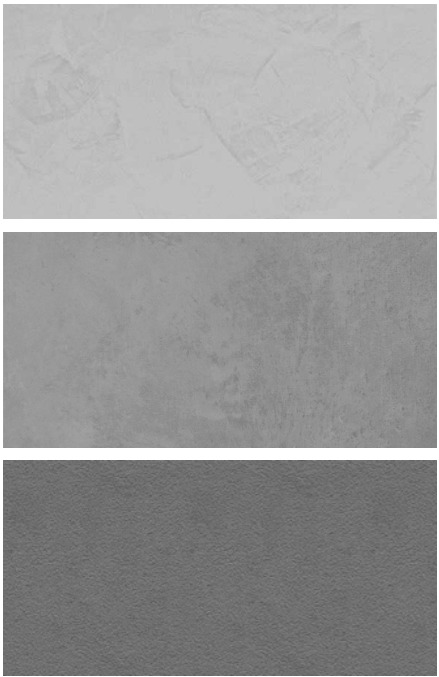
SW Street View



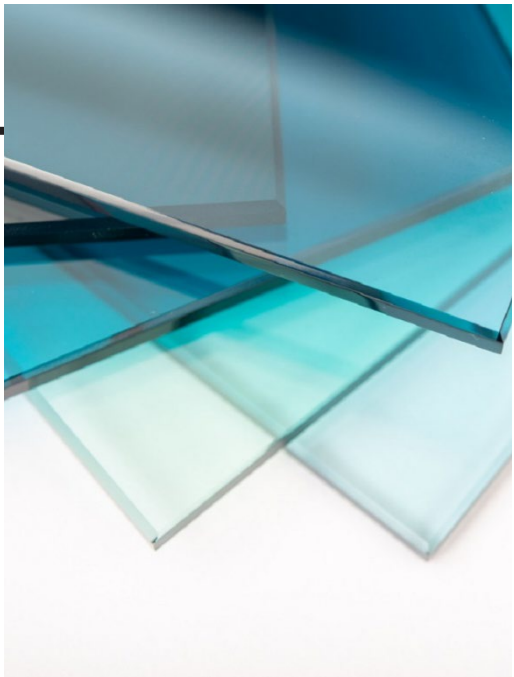
Material Palette



PAINTED STUCCO



PAINTED STUCCO WITH REVEAL

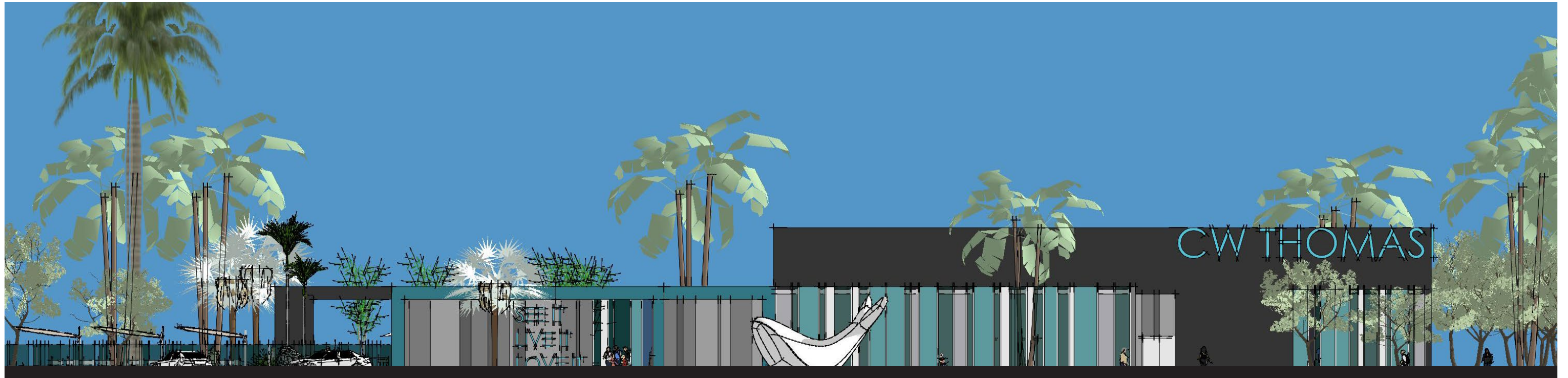


STOREFRONT

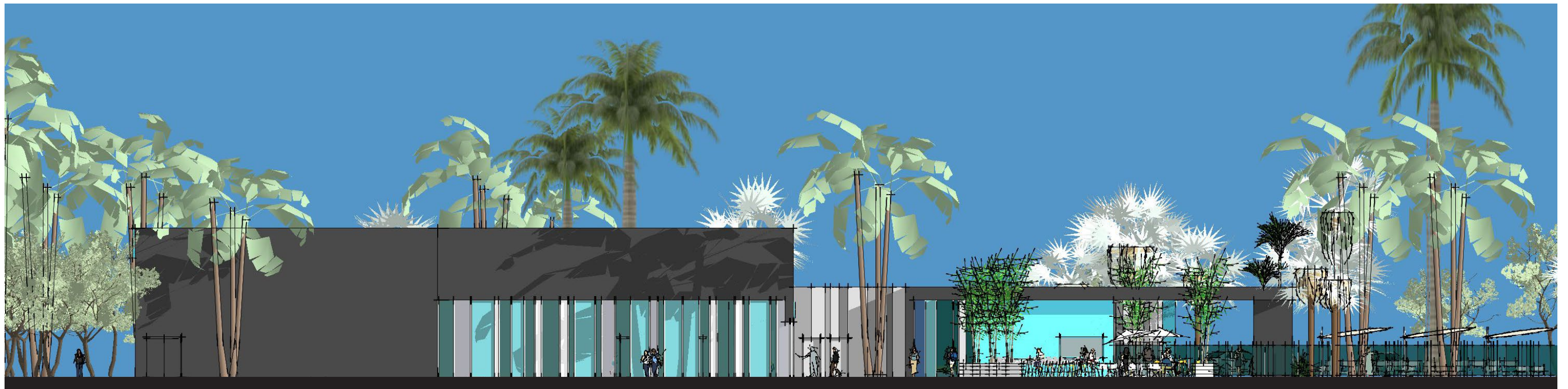


Material Palette

Elevations



NORTH ELEVATION



SOUTH ELEVATION

Elevations



EAST ELEVATION



WEST ELEVATION

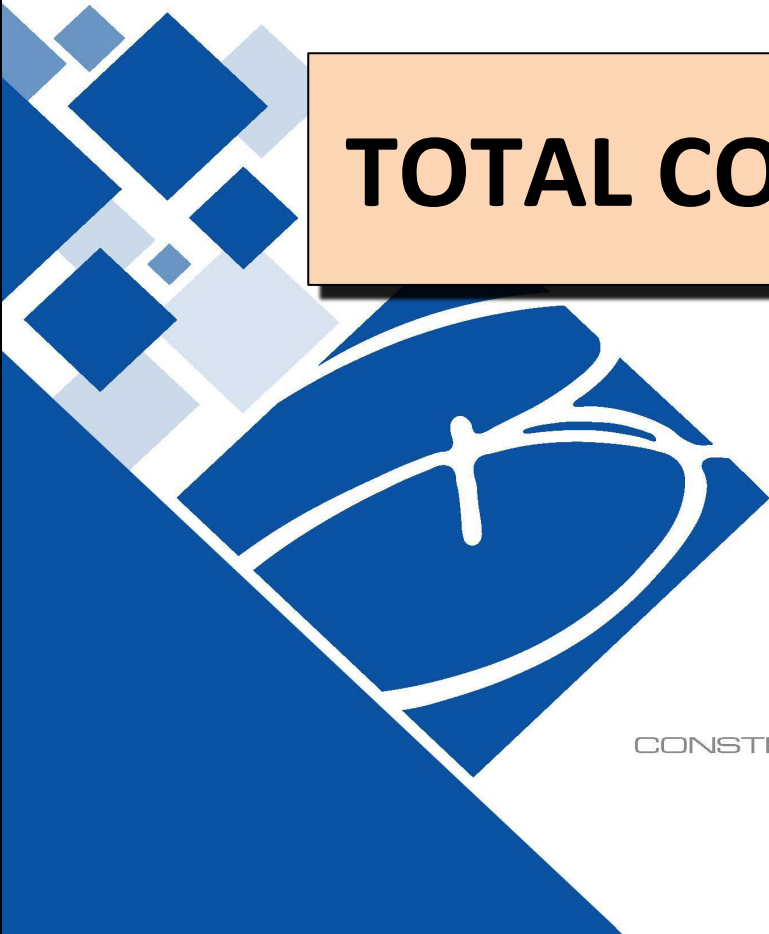


COST ESTIMATE



Cost Estimate
Conceptual Design

CW Thomas Park
Dania Beach, FL



THE
BOSCH
GROUP
CONSTRUCTION MANAGEMENT SERVICES



The Bosch Group, Inc.
Construction Management Consultants

CW Thomas Park
Dania Beach, FL
Estimate Summary

January 30th, 2023

Division	Description	Total Amount	Total Amount	Total Amount
CSI	Division	Building	Site	Overall Total
2	Existing Conditions	\$ 93,672.68	\$ 201,879.31	\$ 295,551.99
3	Concrete	\$ 815,784.62	\$ 34,757.79	\$ 850,542.40
4	Masonry	\$ 195,408.00	\$ 17,277.60	\$ 212,685.60
5	Metals	\$ 776,350.65		\$ 776,350.65
6	Wood & Plastics	\$ 95,363.40		\$ 95,363.40
7	Thermal & Moisture Protection	\$ 403,803.36	\$ 9,855.00	\$ 413,658.36
8	Openings	\$ 564,014.25	\$ 3,072.50	\$ 567,086.75
9	Finishes	\$ 668,856.04		\$ 668,856.04
10	Specialties	\$ 82,765.42	\$ 42,355.68	\$ 125,121.10
11	Equipment	\$ 276,158.18	\$ 350,000.00	\$ 626,158.18
12	Furnishings	\$ 173,714.69		\$ 173,714.69
13	Special Construction		\$ 650,000.00	\$ 650,000.00
21	Fire Protection	\$ 89,576.50		\$ 89,576.50
				310,023.91
				375,260.66
				1,376,654.20
				320,514.50
				88,021.50
				246,807.42
				2,499,050.82
				750,000.00
				11,510,998.66

MU-1	General Conditions / General Requirements @ 10%	\$ 591,347.59	\$ 559,752.27	\$ 1,151,099.87
MU-2	Insurance & Bonding @ 2.5%	\$ 162,620.59	\$ 153,931.88	\$ 316,552.46
MU-3	Overhead & Profit (OH&P) @ 12%	\$ 800,093.29	\$ 757,344.83	\$ 1,557,438.12
MU-4	Art in Public Spaces @ 1.5%	\$ 112,013.06	\$ 106,028.28	\$ 218,041.34
	Subtotal - Direct and Indirect Costs	\$ 7,579,550.44	\$ 7,174,580.00	\$ 14,754,130.44
MU-5	COST ESTIMATE CONTINGENCY @ 20%	\$ 1,515,910.09	\$ 1,434,916.00	\$ 2,950,826.09
	Total Construction Costs (Current)	\$ 9,095,460.53	\$ 8,609,496.00	\$ 17,704,956.53
MU-6	Escalation to One Year @ 8%	\$ 727,636.84	\$ 688,759.68	\$ 1,416,396.52
	Total Construction Costs (1 Year)	\$ 9,823,097.37	\$ 9,298,255.69	\$ 19,121,353.05

TOTAL CONSTRUCTION COST\$19,121,353.00

Site Plan





Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, on average, 650 people die each year in boating-related accidents in the United States, with most of these incidents caused by human error and poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, on June 23, 2023, the United States Coast Guard Auxiliary will celebrate its 84th year of volunteer service to Dania Beach and to the boaters of America; and

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

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

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

WHEREAS, this year, May 20-26, 2023, is National Safe Boating Week in the United States, and the U.S. Coast Guard Station Fort Lauderdale and Coast Guard Auxiliary Flotilla 39 Dania Beach encourages all boaters to help raise awareness about boating responsibly and to take appropriate precautions before leaving the dock this season; and

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

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, A. J. Ryan IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim **May 20-26, 2023** as:

NATIONAL SAFE BOATING WEEK

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

ATTEST:

Elora Riera, MMC
CITY CLERK



Archibald J. Ryan IV
MAYOR

SEA IT. LIVE IT. LOVE IT.

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

Requested by Vice Mayor Lori Lewellen

WHEREAS, LUNG FORCE is a national initiative led by the American Lung Association to defeat lung cancer; and

WHEREAS, LUNG FORCE's annual Turquoise Takeover celebration unites the nation to raise critical awareness of lung cancer, the nation's leading cancer killer; and

WHEREAS, about every two and a half minutes, a person in the United States is diagnosed with lung cancer; and

WHEREAS, lung cancer is the leading cause of cancer deaths for women and men; and

WHEREAS, lung cancer screening saves lives, and advocacy and increased awareness will result in more high-risk individuals getting screened; and

WHEREAS, public support for research and funding will result in new treatments and better methods of early detection.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, A. J. Ryan IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim May 8-14, 2023 as

Turquoise Takeover Week

in the City of Dania Beach, Florida and do encourage everyone to learn more about lung cancer, risk factors, and early detection.

Dated this 9th day of May 2023.

ATTEST:

Elora Riera MMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

SEA IT. LIVE IT. LOVE IT.

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, teachers encounter students of widely differing backgrounds; and

WHEREAS, our country's future depends upon providing quality education to all our students; and

WHEREAS, teachers build relationships with students that enable young people to believe in their own potential; and

WHEREAS, teachers work long beyond the normal school day to instruct and grade their students; and

WHEREAS, teachers care about their students' social and emotional well-being and impart them with the skills they will need to thrive in adult life, especially collaboration and critical thinking; and

WHEREAS, teachers have adapted to unprecedented challenges to provide instruction while keeping students safe; and

WHEREAS, the city of Dania Beach recognizes and supports its teachers in educating the children of our community.

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 **May 8-12, 2023** as:

Teacher Appreciation Week

in the City of Dania Beach and do encourage all members of our community to join with us in expressing their appreciation to our teachers for their dedication and devotion to our students.

Dated this **9th** day of **May, 2023**.

ATTEST:

Elora Riera MMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 28, 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 C.W. Thomas Park Conceptual Design PowerPoint Presentation by Bermello Ajamil & Partners

Director of Parks & Recreation Brown introduced Randy Hollingworth.

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

Discussion ensued amongst the Commission and Developer as to what was presented today and what was discussed with the community.

Commissioner James made a motion to take this back to the community as today's presentation lacks the second floor of the community center with an indoor walking track and a turf field. The motion was seconded by Commissioner Davis and the motion carried 3-2 with the vote as follows:

Commissioner James: Yes

Commissioner Davis: Yes

Commissioner Salvino: No
Vice Mayor Lewellen: No
Mayor Ryan: Yes

3.2 City Investment Portfolio update by Chief Financial Officer Frank DiPaolo and Public Trust Advisors

Chief Financial Officer DiPaolo thanked the Commission for allowing him to speak about the City's investment policy and introduced Public Trust Advisors.

John Grady, Managing Director of Public Trust Advisors, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor Ryan said so you are saying we are in a good position and John Grady replied he would say that we are.

3.3 City Manager Presentation

City Manager Garcia recognized City Clerk Schneider for his time with the City of Dania Beach and congratulated him on his retirement. She presented Mr. Schneider with a gift from staff and the Commission. Mayor Ryan read a proclamation in his honor naming February 28, 2023, Thomas "Tom" Schneider Day in the City of Dania Beach.

3.4 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*)

Vice-Mayor Lewellen motioned to approve the Special Event request for the Dania Beach 2023 Arts and Seafood Celebration, including BSO services and road closure. The motion was seconded by Commissioner James which carried unanimously on voice vote.

4. Proclamations

4.1 Black History Month - Commissioner Davis

Commissioner Davis read the proclamation into the record.

5. Citizen Comments

No comments.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City. He mentioned that at the last meeting, he spoke about speeding and traffic complaints on Southeast 5th Avenue. He said they conducted 30 hours of patrols and operations in the area, and he reviewed some of the results of the study. He said he has provided the printouts to City Manager Garcia, and they have gone over the results. The Neighborhood Support Team participated in an event with the United Way for youth, they held team building exercises and a round table discussion with them. They also conducted a law enforcement safety presentation to thirty-six preschoolers; they learned about police work and how to be safe if ever away from their parents.

Captain Sergio Pellecer, BSO District Fire Chief, gave updates on his department including call volumes and thanked the city team for helping to secure additional staff to make the city safer. The official start date for new staff is April 8, 2023. He said he will be reaching out to Maxine to schedule a push-in ceremony for the new fire-rescue truck, as well as meeting the new crews coming to Dania Beach and a fire station tour. He would like to recognize Captain Richard Young and Jordan Elrod for assisting with the efforts with Hurricane Ian on the East Coast of Florida.

Commissioner Salvino asked what happens when the calls come in and there is nothing to respond with, are you still interlocal with Hollywood. Chief Pellecer responded that we used to have an automatic aid agreement with them, that ended about 6-7 years ago. However, we now have closest unit response, which is the same thing.

7. Consent Agenda

Commissioner James motioned to adopt the consent agenda. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

- 7.1 Minutes:
 - Approve Minutes of January 24, 2023 City Commission Meeting
 - Approve Minutes of January 31, 2023 City Commission Workshop - Advertising & Marketing
- 7.2 Travel Requests: None
- 7.3 RESOLUTION #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*)

Approved under consent agenda.

7.4 RESOLUTION #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)*

Approved under consent agenda.

7.5 RESOLUTION #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)*

Approved under consent agenda.

7.6 RESOLUTION #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)*

Approved under consent agenda.

7.7 RESOLUTION #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)*

Approved under consent agenda.

7.8 RESOLUTION #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)*

Approved under consent agenda.

7.9 ORDINANCE #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)*

Approved under consent agenda.

7.10 ORDINANCE #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)*

Approved under consent agenda.

8. Bids and Requests for Proposals

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

9. Public Hearings

9.1 ORDINANCE #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)*

City Attorney Boutsis read the title of the ordinance.

Assistant Director of Community Development Corinne Lajoie gave an overview of the text amendment.

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 #2023-005, on first reading; seconded by Commissioner James. The motion carried unanimously.

9.2 RESOLUTION #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)*

City Attorney Boutsis read the title of the resolution and advised that the item was a quasi-judicial hearing and swore-in those who would speak. She asked the Commission to disclose any communication they had on this matter.

Assistant Director of Community Development Corinne Lajoie gave an overview of the plat request for Seaview.

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

Commissioner James motioned to adopt Resolution #2023-022. The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

9.3 RESOLUTION #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)*

City Attorney Boutsis read the title of the resolution and advised the item was a quasi-judicial hearing and swore-in those who would speak. She asked the Commission to disclose any communication they had on this matter.

Assistant Director of Community Development Corinne Lajoie gave a presentation on the site plan and variances requests for Lucky Fish.

City Attorney Boutsis said she received two emails from the community, which she believes are from the Renaissance, that she forwarded to Mr. Moutos. Previously, the City of Hollywood also received some comments, and she addressed the comments with the residents.

Commissioner Davis stated she received an email but can remain impartial.

Chris Moutos of LM Restaurants, representing the applicant, said they are excited to come into the community. They received communication from the residents next door to the property and he has sent them correspondence in return.

Commissioner James asked to see where the loading zone is. Mr. Moutos showed a site plan showing the loading zone and explained it is inside the property. It will only be blocking 50% of the driveway someone will still be able to drive through.

Commissioner James asked about the vehicular buffer and Mr. Moutos explained where the buffer is located.

Commissioner James asked City Attorney Boutsis about the noise ordinance. City Attorney Boutsis responded, yes, it is written into the contract for 10:00 p.m. unless they have a special event permit, which is allowed six times per year.

Mr. Moutos said they have reviewed all conditions of approval and they have no issues.

City Attorney Boutsis noted that they did talk about getting an acoustic engineer to do some studies to make sure that it gives the most protection to the community and that is in the lease agreement as well. Mr. Moutos responded that they will do everything they can to mitigate the sound.

Mayor Ryan opened the floor to public comments.

Eric Ram, 6051 N. Ocean Drive, Hollywood, said they are grateful for the decibel requirements, sound engineering, placement of facility, but sometimes things do not always turn out the way they are on paper. He would like to set up a good neighbor meeting structure, to test to ensure the noise is not affecting the residents in a detrimental way.

Fredo Lowenhaar, 6051 N. Ocean Drive, Apt. 1604, said that he just recently bought this unit, and he is disappointed to see an open bar with live music and hopes they will cooperate.

Commissioner James said she does not like the ordinance and thinks that 10:00 p.m. is too early to have the music cut off. She thinks it is unfair to Lucky Fish and it was put in to appease the residents to the south. She does not want to hinder any success of the business.

City Attorney Boutsis said the 10:00 p.m. time is in the lease, but it does provide that the City Commission could approve a later time. If it is successful and there are no problems, the Commission can come back and change the time. She commented that she received information that across the street from the Renaissance is another restaurant with an open bar and live music, Tiki Tiki. Mayor Ryan also noted that the Renaissance has hurricane proof windows and doors.

Vice Mayor Lewellen said this is something that comes up with every coastal community. She stated that 10:00 p.m. is not late and she appreciates their concern, but it is something that happens around the coast of Florida. Our residents have come to us and said this is what they want, and this is the type of venue they want. The developers and owners have tried to make as many people happy as they can, and they have been very reasonable.

City Attorney Boutsis pointed out that Andria Wingett from the City of Hollywood Planning Division is here. She was present for the interlocal agreement but stayed because of community concerns.

Commissioner Salvino addressed Mr. Lowenhaar and noted that he had just purchased this property. This project has been going on for a few years and whoever sold you the property should have explained this to them.

Mayor Ryan said that the City wants to maintain a healthy relationship with the City of Hollywood and our residents want this.

Commissioner James motioned to adopt the resolution. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

10. Discussion and Possible Action

There were no discussion and possible action items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke about attending an event for the Broward League of Cities and being a guest speaker at Olsen Middle school for Fireside Chat for Black History month. She commends Principal Harris for providing the children with leadership opportunities. She and Bobby Grace were recognized at the Ebenezer SDA Church. She attended the Lighthouse 4Students events and stopped by the GMZ AME Church for their 114th Anniversary.

She reiterates that the residents have waited for Lucky Fish for a long time, and she wants to ensure that the City continues their great relationship with the City of Hollywood. She noted that she has spoken to Mayor Levy and Caryl Shuham of the City of Hollywood, and she would like to create a walking club and a 5k path from the pier to North Beach Park. She is asking for permission to continue talks with the City of Hollywood regarding a 5k path from our City to theirs. There was no opposition to her continuing conversations with the City of Hollywood.

She and City Manager Garcia had a meeting with Dania Pointe regarding advertising and branding and they have furthered their relationship and expanded the Ignite project. They plan to continue those meetings to strengthen the City's partnership with Dania Pointe.

She questioned City Attorney Boutsis about the use of contingency funds as she has some confusion and would like clarification. Chief Financial Officer, DiPaolo responded that they have a policy about grants and donations, and it speaks a little bit about the use of contingency funds and how it has to be agreed upon by the Commission.

11.2 Commissioner James

Commissioner James sent her condolences to Jessica Lizana on the passing of her mother Rose, who runs the Dania Beach Press. She also sent her condolences to the family of Christopher Priester on his sudden passing.

She too was invited to the Fireside Chat at Olsen Middle School. She enjoyed the IT'SUGAR grand opening at Dania Pointe. She is looking forward to community input and a community meeting for C.W. Thomas Park and looks forward to the development of Lucky Fish. She thinks

there are opportunities to reach out to corporate sponsors to see if they would like to sponsor parts of the City's facilities.

11.3 Commissioner Salvino

Commissioner Salvino reiterated what the others have mentioned as he also attended some of the events. He noted that he does not have much else to add as he was on vacation.

11.4 Vice-Mayor Lewellen

Vice Mayor Lewellen said the grand opening of IT'SUGAR was a lot of fun and the candy is delicious. She gave her condolences to the Lizana family and said Rose will be missed as she did a lot for the community in the past and continued the legacy with her daughter still running the paper.

11.5 Mayor Ryan

Mayor Ryan spoke on Mount Zion's 114th Year Anniversary. Pastor Brown and a lot of other leaders in the community were in attendance. It was a wonderful service and to see the connectivity and the congruity of the multiple churches coming together was very touching and moving. It is impressive to have had a church in the City for 114 years.

He gave his deepest condolences to the Lizana family. She is a true Danian, a great woman, she kept the paper alive, and it will continue to go strong in her memory.

12. Appointments

12.1 Education Advisory Board

Vice Mayor Lewellen deferred her appointment to a later date.

12.2 General Employees Pension Board

The Commission appointed Luis Rimoli for a term expiring March 22, 2025.

12.3 Police and Fire Pension Board

The Commission appointed David Nuby, Jr., Rae Lair (f/k/a/Sandler), Dean Harley and Patricia Fuccile for terms expiring in March 2027.

Commissioner James motioned to approve the appointments. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13. Administrative Reports

13.1 City Manager

City Manager Garcia extends her condolences to the Lizana family.

City Manager Garcia said the goal with developers is to ensure an ongoing relationship regarding the different types of housing the City can bring to the community. She has been discussing with the Mayor, activating rooftops, and having those conversations with the developers on how to grow the City's footprint of public parks and green spaces. The City has just received a \$150,000.00 check donated from the City Place team to expand the green space in the surface parking lot at City Hall.

City Manager Garcia met with Bill Harris and the Dania Beach Casino Team. They will be working together to bring a May special event to the City. Their team shared lists that they use for Rock the Block to assist the City with Dania After Dark. She met with Dania Pointe, and they will be working to put together a 12-month calendar so that duplicate events are not created.

The City is also exploring two new key positions and seek the Commissions support for a Special Events Manager and a Communications/Marketing Director. These two positions are vital as the City grows and continues to prioritize bigger and better events, and marketing and promoting the City.

Today she had a successful meeting with Lobbyist Ron Book, Kelly Mallette and the General Managers and owners of TNT. TNT is going in another direction, and they want to work with the City to find a new location here in Dania Beach. They are looking for a facility with at least 20,000 square feet.

City Manager Garcia noted that she met with key members of the JetBlue team as the City continues to partner with a goal to support the merger with JetBlue and Spirit. They are committed to staying here in Dania Beach. This would be huge for the City and could add approximately 1,000 new jobs. The City will be sending a letter drafted by the City Attorney to the Federal Government in support of the merger.

On March 6th, CIP and Grants Administrator Donnelly will represent the City at the appropriations workshop at Nova Southeastern University as the City continues to seize every opportunity for Federal Funds.

13.2 City Attorney

a) Charter Review Board discussion

City Attorney Boutsis noted that the Charter requires a Charter Review Board be appointed by the Commission and convened at least every eight years. The last board was convened in 2015 and it is time to do so again. She will bring a resolution to the next Commission meeting, but she would like the Commission to think about who they wish to appoint.

Discussion ensued amongst the commission and staff regarding the number of members to be appointed.

The Commission agreed to seven members and three alternates. Each commission member shall appoint one board member, there will be two “at large” commission appointees and three “at large” alternates.

Commissioner James asked what the guidelines would be and City Attorney Boutsis responded that the guidelines such as the boards creation and presentation by the board can be included into the resolution.

b) Negotiations with FDOT and FAU

City Attorney Boutsis gave an update on using the existing FAU parking lot on the weekends for City employees and employees of Quarterdeck and Lucky Fish. They are looking at a 1-year contract for weekends only. They will be presenting their proposal to the City.

Commissioner Salvino stated that there will be a construction site down there as well and asked where the construction workers will park.

City Manager Garcia commented that in addition to their conversation with FAU, the City also had a successful meeting with the Dania Beach Casino as a future site and everyone is onboard to facilitate parking for us.

Commissioner Salvino hopes that there will be a parking garage by the time that Lucky Fish is completed.

Mayor Ryan commented that the agreement is for the next year and he does not believe that Lucky Fish will be completed by then.

Commissioner James said she did have the same conversation with City Manager Garcia about utilizing the casino for parking. The City needs to be ahead of the curve and have those conversations and plans in place in case the City needs to utilize them. City Manager Garcia responded that they are looking at about one hundred spaces.

Mayor Ryan asked Commissioner James if she is suggesting we get the architectural plans started and Commissioner James responded that she was not thinking of architectural plans necessarily, however, the City has enough time to think about it and get creative. She suggested the possibility of using a shuttle bus.

City Manager Garcia said she believes the key is to align the City’s transit and include that as part of the route to the beach.

Deputy City Manager Sosa-Cruz commented on the construction workers for Lucky Fish and stated that they have to take care of the situation and are aware that they need to shuttle their workers. The FAU parking lot is the first plan and then the Ocean Park Complex. There are 20-

30 spaces available at Ocean Park. Broward County is willing to discuss additional fundings for micro transit. Staff is looking at all options, even the City's parking garage.

Vice Mayor Lewellen said she was going to suggest the City's parking garage, but there is also Frost Park and I.T. Parker. She is glad to see everyone working well together.

Deputy City Manager Sosa Cruz said that staff is looking at 5 options.

c) Use of City logo for City Place groundbreaking

City Attorney Boutsis addressed the request made by Landmark Companies to use the city logo for the City Place groundbreaking and screening around the project.

The Commission approved the use of the City logo for the City Place groundbreaking. Permission to go to Community Development.

d) Use of City logo on Dania Beach Lions Club pin for members

City Attorney Boutsis explained that the Lions Club clarified the request, which is to use the shape of the City's wayfinding signs and not the use of the City logo. She does not think it is something that needs approval.

The Commission approved the use of the shape of the City's wayfinding signs for the Dania Beach Lions Club pin for members.

13.3 City Clerk - Reminders

Tuesday, March 7, 2023 - 5:00 p.m.	Commission Workshop - City Attorney
Tuesday, March 14, 2023 - 5:00 p.m.	CRA Board Meeting
Tuesday, March 14, 2023 - 7:00 p.m.	City Commission Meeting
Thursday, March 16, 2023 - 5:00 p.m.	City Commission Workshop - Advertising & Marketing Follow-up

14. Adjournment

Mayor Ryan adjourned the meeting at 9:44 p.m.

ATTEST:

CITY OF DANIA BEACH

ERIN McCLENDON
DEPUTY 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)

TO APPROVE AND ADOPT A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AFFIRM-PARTICPTN-BC-ILA-SWAUTH-050923, 04272023 Broward Workshop Letter of Support for Solid Waste Authority ILA M, R-2023 - Broward County Interlocal Agreement - Solid Waste and Recycling, R-2023 - Broward County Interlocal Agreement - Solid Waste and Recycling - EXHIBIT 1, R-2023 - Broward County Interlocal Agreement - Solid Waste and Recycling - EXHIBIT 2



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: May 9, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: RESOLUTION AFFIRMING THE CITY'S PARTICIPATION IN BROWARD
COUNTY'S PROPOSED INTERLOCAL AGREEMENT CREATING A SOLID WASTE
DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY**

Request

The Public Services Department (PSD) requests the adoption of the attached resolution affirming participation in the ILA creating a Solid Waste Disposal and Recyclable Materials Processing Authority (Authority).

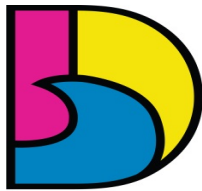
Background

For roughly the past three years, the Solid Waste Working Group (SWWG) comprised of most Broward County municipalities and County representatives have met periodically to discuss, develop and refine an ILA that creates an Authority with the mission to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to solid waste disposal, reduction and recycling.

A key goal of the Authority will be to identify, acquire (if necessary) and fully develop a state-of-the-art waste disposal and recycling facility that will adequately meet the requirements of all member municipalities and those who elect to join the ILA in future years. To this end, the completion of a Master Plan/Facilities Amendment (Master Plan) to the ILA will describe the Authority's operations in detail, provide the comprehensive planning framework and strategic direction to manage waste, set forth the facilities that will be operated, and describe the Authority's funding/financing mechanism. Funding of the professional/technical consulting expertise to develop the Master Plan will comprise the required start-up funding which will be shared equally by the County and participating municipalities.

Budgetary Impact

The start-up funding required over the first years (starting upon the execution of the ILA) is based on the participating municipalities' population. The City of Dania Beach's maximum



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**RESOLUTION AFFIRMING THE CITY'S PARTICIPATION IN BROWARD
COUNTY'S PROPOSED INTERLOCAL AGREEMENT CREATING A SOLID WASTE
DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY**

page 2 of 2

required contribution share would be \$43,526 annually for the first three years, or a total of \$130,578. This cost will be lower if the Broward municipalities participating comprise a population share greater than 75 percent of the County's total population.

Recommendation

It is recommended that the City Commission adopt the resolution affirming the City's participation in the ILA to create a Solid Waste Disposal and Recyclable Materials Processing Authority.

Attachments:

I would include the ILA, of course, and probably the chart of the BC cities' contribution shares.



April 27, 2023

Broward League of Cities
115 S. Andrews Avenue, #122
Fort Lauderdale, FL 33301

Dear President Mayersohn:

On behalf of the Broward Workshop, we support the joint effort by the County and municipalities in Broward County to create a proposed Broward County Solid Waste Disposal and Recyclable Materials Processing Authority, whose stated purpose will be “to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”

The long-term solution to disposing and recycling of solid waste is a challenge that requires a collective approach. The proposed Interlocal Agreement (“ILA”) reflects a fair compromise between Broward County and the municipalities, that recognizes the County’s ultimate responsibilities related to solid waste and the fact that the municipalities control over 99% of the solid waste generated in the county.

Accordingly, the Broward Workshop recommends that the County Commission and the elected bodies of each municipality approve the ILA and participate in this proposed collaborative effort.

Sincerely,

Juliet Roulhac, Chair
Broward Workshop

Cc: Broward League of Cities Municipal Members
Broward County Mayor, Commissioners & Administrator

MISSION STATEMENT

Broward Workshop is a private, non-profit, non-partisan business organization established in 1981 and is made up of the chief decision makers representing 120 of Broward County’s major businesses and professions. Through the Workshop, business leaders seek to facilitate positive solutions to Broward County’s critical issues and to serve as a catalyst to encourage the cooperative effort between various public and private entities working for countywide, specific, long-range common goals.

(See attached membership list)



MEMBERSHIP LIST

<u>MEMBERS:</u>	<u>COMPANY</u>
Joel Altman	The Altman Companies
David A. Armstrong	St. Thomas University
Brett Atkinson	Moss + Associates
Walter Banks	Lago Mar Resort Hotel and Club
James Berger	Berger Singerman
Richard Berkowitz	Berkowitz Pollack Brant
Ray Berry	Health Business Solutions
Bob Birdsong	OK Generators
Alice Bravo	WSP USA
Cressman Bronson	PNC Bank
Colin Brown	JM Family Enterprises
Kelley Brown-Murro	Regions Bank / Regions Financial Corp. - RF
Anita Setnor Byer	Setnor Byer Insurance & Risk
Andrew Cagnetta	Transworld Business Brokers
Matthew Caldwell	Florida Panthers Hockey Club
Rita Case	Rick Case Automotive Group
Charles Caulkins	Fisher & Phillips
Lori Chevy	Bank of America
Michael A. Chizner, MD	Broward Health
Christopher Ciano	Aetna Health Insurance
Keith Cobb	Retired

BROWARD WORKSHOP - MEMBERSHIP LIST

<u>MEMBERS:</u>	<u>COMPANY</u>
Jamie Cole	Weiss Serota Helfman Cole & Bierman
Antonio 'Tony' Coley	Truist Bank
Doug Coolman	Retired
Keith Costello	Locality Bank
Adolfo Cotilla	ACAI Associates
Shaun Davis	S. Davis & Associates, P.A.
Conor Delaney, MD	Cleveland Clinic Florida
William "Rick" Derrer	Gulf Building
Melanie Dickinson	South Florida Business Journal
James Donnelly	Castle Group
Mark Doyle	Holy Cross Health
Walter Duke	Walter Duke + Partners
Joseph Farrell	Resolve Marine Group
Al Fernandez	ANF Group
Aurelio Fernandez	Retired
Bernie Fernandez	Baptist Health Medical Group
Ray Ferrero, Jr.	Nova Southeastern University
Jeffrey Fratacangeli	Fratacangeli Wealth Management
William J. Gallo	Gallo Herbert Architects
Glenn Goldstein	Greenberg Traurig
Joseph Goldstein	Shutts & Bowen
Howard Greenberg	HGreenberg Advisors
Gerald Greenspoon	Greenspoon Marder
Greg Haile	Broward College

BROWARD WORKSHOP - MEMBERSHIP LIST

<u>MEMBERS:</u>	<u>COMPANY</u>
Steve Halmos	Halmos Holdings
George Hanbury, Ph.D.	Nova Southeastern University
Marcell Haywood	Encompass Onsite
Manish Hirapara	Peak Activity
Alan Hooper	Hooper Construction
David Horvitz	South Ocean Capital Partners
Steve Hudson	Hudson Capital Group
Andreas Ioannou	Orchestra Hotels & Resorts
Mike Jackson	Retired
Kristin Johnson	Hotwire Communications
Matt Katz	Katz Barron Squitero Faust
Mike Kaufman	Kaufman Lynn Construction
Dodie Keith-Lazowick	Keith & Associates
John Kelly, Ph.D	Florida Atlantic University
Russ Klenet	Park and K
Kathy Koch	Ambit Advertising and Public Relations
Keith Koenig	City Furniture
Rob Kornahrens	Advanced Roofing & Green Technologies
Micheal Landry	Landry Trebbi Investments
Kurt Langsenkamp	Steel Fabricators
Doug Laurie	American Heritage School
Ina Lee	Travelhost Elite Media
George LeMieux	Gunster
Christopher Leonard	Velocity Solutions

BROWARD WORKSHOP - MEMBERSHIP LIST

<u>MEMBERS:</u>	<u>COMPANY</u>
Alan B. Levan	BBX Capital
Jarett Levan	BBX Capital
Gerry Litrento	BankUnited
Robert Lochrie III	Lochrie & Chakas
Bill Mahoney	Mahoney & Associates
W. Grey Marker III	Marker Construction Group
Ginger Martin	American National Bank
Mark McCormick	Mirabel Technologies
Nick Milano	Holland & Knight
Andy Mitchell	Fairwinds Group
Jody Moore	MSi Recruiting
Peter Moore	Chen Moore and Associates
Bob L. Moss	Moss & Associates
Dev Motwani	Merrimac Ventures
Ramola Motwani	Merrimac Ventures
Peggy Nordeen	Starmark
Greg Nordone	Greyson Technologies
Jennifer O'Flannery Anderson	Community Foundation of Broward
Peggy Olin	OneWorld Properties
Rudy Ortiz	CES Consultants
Charles Palmer	North American Company
Arlene Pecora	The Signature Grand
Lisa Lutoff - Perlo	Celebrity Cruises
Tim Petrillo	The Restaurant People

BROWARD WORKSHOP - MEMBERSHIP LIST

<u>MEMBERS:</u>	<u>COMPANY</u>
George Platt	LSN Partners
Hector Ponte	Wells Fargo Bank
Brian Poulin	Evergreen Partners
John Ray III	Sonitrol Security Solutions
Andrew Rosen	Kaplan
Gary Rosen	Becker P.A.
Bill Rotella	The Rotella Group
Juliet Roulhac	Florida Power & Light
Frank Scruggs	Retired
John Scherer	Gulf Building
Jonathan Schwartz	Bullseye Strategy
Jack Seiler	Seiler, Sautter, Zaden, Rimes & Wahlbrink
Kelley Shanley	Broward Center for the Performing Arts
Thomas H. Shea	Right Management
Dennis D. Smith	Tripp Scott, P.A.
Ken Stiles	Stiles Corporation
Jeremy Straub	Coastal Wealth
Shane Strum	Broward Health
Kenneth Tate	Tate Capital
Robert Taylor	BBI
Stephanie Toothaker	Stephanie J. Toothaker
Eric Vainder	Northern Trust
Randall Vitale	BBX Capital Partners
Jeff Watts	Valley National Bank

BROWARD WORKSHOP - MEMBERSHIP LIST

Gary Wendt	Deerpath Capital
Richard “Dick” Wessel	Retired
Mike Weymouth	The Las Olas Company
Patty Hooley Zimmerman	Weston Nissan and Plantation Ford

STAFF

Kareen Boutros
Executive Director

Gaynel Smith
Administrative Coordinator

Martha Bevil
Office Manager

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ensuring a reliable, efficient and environmentally sound way to dispose of solid waste and encourage recycling is of critical importance to Broward County into the future; and

WHEREAS, in 2013, several municipalities brought a lawsuit against Broward County (the “County”) regarding the equitable distribution of assets that remained at the termination of the Resource Recovery Board (“RRB”), styled *City of Sunrise et. al. vs. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “RRB Lawsuit”); and

WHEREAS, although the City of Dania Beach did not join the lawsuit, the history of the lawsuit is relevant to the proposed Interlocal Agreement (ILA); and

WHEREAS, in 2015, the County, and the plaintiff municipalities reached a settlement of the Lawsuit under which, among other things, the municipalities were paid over \$32 million and the County and municipalities agreed to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250 (“Alpha 250”), with the proceeds to be distributed among the municipalities, as further described in the Settlement Agreement (the “Settlement”); and

WHEREAS, those cities that were part of the settlement also approved the First Amendment to the Settlement Agreement, to delay the sale of Alpha 250 while a joint independent study was performed regarding the following issues:

- (i) how a 75% County-wide recycling goal may be reached;
- (ii) whether retaining public ownership of Alpha 250 would facilitate the meeting of that recycling goal or would provide other benefits in connection with solid waste disposal within Broward County; and
- (iii) general solid waste disposal issues as determined by the Working Group (as defined in the First Amendment), which may include options regarding flow control and potential governance or contractual structures for collaborative management of solid waste disposal; and

WHEREAS, in June 2017, the County retained Arcadis, U.S., Inc., Kessler Consulting, Inc., Total Municipal Solutions, L.L.C., and GMAC Consulting, L.L.C. (collectively, the “Arcadis Team”) to conduct the study (the “Study”), which the Arcadis team commenced in October 2017; and

WHEREAS, in 2019, after completion of the Study, the County and the participating municipalities desired to formalize their shared and ongoing commitment to work cooperatively in establishing and implementing a regional solid waste management system that addresses the short and long term opportunities and challenges associated with providing solid waste disposal and recyclable processing services to their respective constituents by entering into a Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System (the “MOU”); and

WHEREAS, on August 27, 2019, the City Commission adopted Resolution No. 2019-090, approving the MOU; and

WHEREAS, under the MOU the parties: (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs, (2) directed the Solid Waste Working Group (“SWWG”) to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout, (3) agreed to make the respective financial contributions necessary for the continued study and analysis, and (4) agreed to have the SWWG evaluate potential methods for a governance structure for a solid waste disposal and recycling entity and develop the appropriate legal documents to implement same; and

WHEREAS, consistent with the First Amendment and a subsequent second amendment to the Settlement Agreement, the County Administrator and six designated mayors (the “Mayors”) have provided several Written Approvals of Extension of Sale Delay Period Under First Amendment to Settlement Agreement, which has delayed the sale of the Alpha 250 Property until October 11, 2023 (subject to further extensions); and

WHEREAS, the SWWG deemed it necessary to have a Waste Generation Study completed in order to further its efforts to agree on a regional solution for the future of solid waste disposal and the processing of recyclable materials in the future, and the County agreed to engage such consultant to complete a scope of work as described in the First Amendment to the MOU; and

WHEREAS, the County agreed to contribute financially up to fifty percent (50%) of the total cost of a Waste Generation Study, with the remainder to be paid by municipalities that agreed to the First Amendment to the MOU pro rata based upon population, referred to in the First Amendment to the MOU as “Study Participants;” and

WHEREAS, on January 25, 2022, the City Commission adopted Resolution No. 2022-015, approving the First Amendment to the MOU with the County and the Participating Municipalities and contributing its pro rata share of the cost of the Waste Generation Study consistent with the terms of the First Amendment to the MOU; and

WHEREAS, the SWWG has determined that the best cooperative method for addressing solid waste and recycling into the future is through the creation of a solid waste authority through the entry of an interlocal agreement; and

WHEREAS, the SWWG has drafted and unanimously approved the attached Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”), the purpose of which is to create a solid waste authority (the “Authority”), which will develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County; and

WHEREAS, the effective date of the ILA is the day after it has been executed by municipalities representing at least 75% of the total population of Broward County, plus the County, and the term of the ILA is 40 years after the effective date with the possibility of up to two 10-year extensions; and

WHEREAS, pursuant to the ILA, the City will be required to provide its pro rata share of start-up costs until the Authority is able to impose a special assessment; and

WHEREAS, pursuant to the ILA, the Authority will develop a Master Plan of Operations and Facilities Amendment, which will be subject to further approval by the County and the participating municipalities; and

WHEREAS, the City will have the ability to opt-out of the ILA if it chooses not to approve the Master Plan of Operations and Facilities Amendment; and

WHEREAS, the City Commission finds it in the best interest of the City to approve the ILA;

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

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

Section 2. That the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida is approved, in substantially the form attached as Exhibit “1,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. That the Solid Waste Interlocal Agreement Disclosures and Summary, Key Disclosures is attached as Exhibit “2” and incorporated into this Resolution by this reference.

Section 4. That the proper City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on May 9, 2023.

ATTEST:

ELORA, RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

- 3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);
- 3.3.5.4. Section 8.1.7 (Collection and transportation services);
- 3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);
- 3.3.5.6. Section 8.1.12 (Issuance of bonds);
- 3.3.5.7. Section 11.1 (Commitment of System Waste); or
- 3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County (“Effective Date”). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date (“Initial Term”). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. The Authority counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating,

maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the

Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other

System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County

Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver

is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90)

days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or

equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental

entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. 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 any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This 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.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Solid Waste Interlocal Agreement Disclosures and Summary

Key Disclosures

- **Future Amendments to County Solid Waste Agreements:** Section 11.8 of the ILA specifies that neither the Authority nor the ILA requires any party to act in a way that breaches or conflicts with existing agreements, including the County's current solid waste disposal agreement with WIN-Waste Innovations. If and once the Master Plan and Facilities Amendment have been adopted (compelling the parties to send all solid waste to the Authority), Section 11.8 may limit the County's ability to amend or extend the WIN-Waste agreement (or enter into a new agreement) to provide for municipal (and BMSD) solid waste capacity. There is an argument that the County may be restricted from amending or extending the WIN-Waste Agreement even before the adoption of the Master Plan and Facilities Amendment, but it is anticipated that clarifying language will be suggested to address this concern.
- **Regulatory Flow Control:** Article 11 (Sections 11.2 and 11.4) requires each party to enact (and maintain) flow control and waste reporting ordinances throughout the term of the ILA. While there is a legal basis for such a provision, some Florida courts have held that governments cannot contract away the right of future commissions to enact (or rescind) ordinances. If successfully challenged, these provisions would be invalidated, but flow control could continue based solely on the separate contractual requirement to direct waste flow to the Authority (Section 11.1). We have raised this issue with municipal counsel, who understand that we will likely insist on further protections being included in downstream agreements required to fully effectuate the ILA.
- **Master Plan Approval:** Unlike amendments to the ILA, approval of the Authority's Master Plan is made by the votes of the Governing Board and not the elected bodies of the parties. Because the Master Plan contains goals and strategies relating to the operation of the Authority, requiring approval by elected bodies of the parties might create potential dual-officeholding claims against the Governing Board members. While this concern would be avoided if Governing Board members were not elected officials, the municipalities have not, to date, been willing to make that change.
- **Costs for Capital Expansion of County Solid Waste Facilities:** Section 17.5 of the Agreement states that if the Authority fails to fulfill its obligations to provide the services and programs required under the ILA (a breach of Section 7.2) or fails to accept all waste committed by the parties (a breach of Section 7.3) and the County is required to expand its own solid waste facilities to meet its statutory obligation to make solid waste disposal access available to all Broward County municipalities, the Authority is liable for those capital costs. It is important to note that if the Authority is failing to meet its obligations under 7.2 or 7.3, it is also likely that the Authority will not have the financial capabilities to fund the County's expansion of its facilities (if expansion is needed). There is no municipal backstop to this obligation.

ILA Summary

- **Article 1; Recitals:** Discusses the mission, goals, and purpose of the Authority: “to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”
- **Article 1; Contingencies:** The ILA is contingent on approval of a Master Plan of operations for the Authority and the approval of a Facilities Amendment (defined and described in Article 3).
- **Article 2; Definitions:** This article contains the majority of defined terms, including the “System Waste” the Authority will be responsible for.
- **Article 3; Formation:** Describes basic powers of the Authority, the deadlines for adoption of the Master Plan and proposed Facilities Amendment, and the ability of municipal parties to withdraw after adoption of the Master Plan and Facilities Amendment:
 - Master Plan Adoption deadline: 18 months after the Effective Date (can be extended for up to another 6 months by the Authority Executive Committee and up to another 12 additional months by the Governing Board). Proposed Facilities Amendment to be approved by the Governing Board at the time of the Master Plan and submitted to the Parties for consideration by their elected bodies.
 - Withdrawal: A municipal party may withdraw from the ILA within 120 days after receiving the proposed Facilities Amendment. A failure of a municipal party’s elected body to vote to approve the Facilities Amendment within 120 days after the Governing Board approves it is deemed a withdrawal.
 - Describes required content of Facilities Amendment, which must be approved by municipalities representing at least 80% of the total population of to the ILA and the County Commission. If the Board of County Commissioners does not approve the Facilities Amendment, the ILA terminates.
 - Limits the ability of the Authority to exercise certain powers until both the Master Plan is approved and the Facilities Amendment is adopted.
- **Article 4; Term:** The Effective Date of the ILA is the day after it has been executed by municipalities representing at least 75% of the total population of Broward County, provided it is also executed by the County. The term of the Agreement is 40 years after the Effective Date, with the possibility of up to two 10-year extensions. Extensions of the ILA require approval by the elected bodies of municipalities representing at least 50% of the Broward Tonnage (as defined in Article 2) and the County Commission.
- **Article 5; Membership Eligibility and Obligations:** Describes the required annual financial contributions from each party prior to the Authority being able to fund its budget through special assessments or other methods (up to an aggregate maximum of \$2 million per year), with the County agreeing to pay 50% of the total cost for professional/technical consultants

retained by the Authority for the development of the Master Plan (with the municipal parties dividing the balance based on population), and all other costs for the operation of the Authority divided between the municipal parties and the County based on population (the County's population for these purposes is based on the population of the unincorporated areas).

- **Article 6; Governance:** Describes the Governing Board (one elected official representing each participating municipality and one from the County), how matters may be approved by votes of the Governing Board (e.g., majority vote for certain decisions, and a supermajority vote of more than 2/3 of the Governing Board members representing at least 2/3 of the Broward Tonnage for major decisions), the smaller 11-member Executive Committee (5 Governing Board members from the "Large Municipalities," 3 Governing Board members from "Medium Municipalities," 2 Governing Board members from "Small Municipalities," and the County's Governing Board member), the terms of Executive Committee members, how the Governing Board may overturn decisions of the Executive Committee, the Technical Advisory Committee, and the role of an Executive Director. Also prohibits the Authority from making distributions of cash or property to the Parties except under limited circumstances.
- **Article 7; Obligations of the Authority and Master Plan:** Description of the required contents of the Master Plan, the procedure for adoption of the Master Plan, basic amendments, and certain specified "Significant Amendments" (Significant Amendments require 2/3 of the municipal Governing Board members and the County's Governing Board member), the Authority's obligation to accept and dispose of all System Waste, and the Authority's obligation to maintain certain required reserves.
- **Article 8; Powers of the Authority:** Describes the powers of the Authority, including establishment of rates and other charges to be collected (including, but not limited to, special assessments and tipping fees, and additional fees for municipalities that join after the Effective Date of the ILA), along with the specific powers of the Governing Board, the Executive Committee, and the Executive Director. The Authority is not granted the right to own or operate a "solid waste disposal facility" (as defined in Florida law) absent an amendment to the ILA adopted by municipal parties representing at least 2/3 by population and the County Commission.
- **Article 9; Revenue, Borrowing, and Budget:** Describes special assessments, bonds, and other debt instruments for Authority operation and requires the Authority to adopt an annual budget.
- **Article 10; Auditing:** Describes the appointment of an outside auditor.
- **Article 11; Commitment of System Waste:** Parties must commit their System Waste to the Authority. This includes regulatory flow control through ordinances to be adopted by each party to the ILA (subject to any existing agreements parties may have with third parties). Also, parties are required to amend any hauler contracts to require haulers to deliver System Waste to the Authority and to adopt reporting ordinances.

- **Article 12; Debt Obligations:** All debt obligations incurred by the Authority are solely the Authority's debts and not the debts of any party to the ILA.
- **Article 14; Indemnification:** Describes the Authority's responsibilities to indemnify each party to the ILA for certain specified claims, as well as express exclusions.
- **Article 15; Default:** Describes breaches to the ILA and the ability to cure prior to a party pursuing legal claims.
- **Article 16; Amendments:** Describes how amendments to the ILA are proposed and voted on by the Executive Committee and Governing Board, and then adopted by the elected bodies of the parties to the ILA.
 - Amendments that modify significant provisions of the ILA are identified in Section 16.1.3. These amendments would require approval of the elected bodies of every party to the ILA (including the County).
 - Amendments that create any additional liability or disproportionately impact a party must be approved by the required percentage of the parties plus the party that is impacted.
 - The Facilities Amendment must be approved by the Board of County Commissioners, as would any amendment that would allow the Authority to own or operate a "solid waste disposal facility" (described in Section 8.1.8) as defined in Florida law.
- **Article 17; Dispute Resolution:** Describes the dispute resolution process relating to claims between the parties to the ILA or claims between one or more parties and the Authority.
- **Article 18; Right of First Refusal:** Addresses the County's and municipal parties' rights of first refusal for any proposed sale of real property owned by the Authority. The County has right of first refusal on any "solid waste disposal facility" and the municipalities where real property is located have a right of first refusal on all other real property.
- **Article 19; Miscellaneous:** Provisions include, but are not limited to, non-assignment of the ILA, representations and warranties, and sovereign immunity. This article also includes a requirement that the Authority become a party to the ILA by joinder at the first meeting of the Governing Board.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH THE TWELVE (12) FIRMS THAT SUBMITTED RESPONSES TO THE CITY’S REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 22-031 ENTITLED, “OUTSIDE LEGAL COUNSEL IN VARIOUS PRACTICE AREAS”; WHICH MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00). *(City Attorney)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Outside Legal Services, R-2023 Authorization to Enter Into Agreement for Outside Legal Counsel Firms - RFQ 22-031



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 9, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis Digitally signed by Eve A. Boutsis
Date: 2023.04.26 10:47:35 -04'00'

SUBJECT: Approving List for Outside Legal Counsel Services

The Request

To approve a list for outside legal counsel services.

Background

In 2018, the City's outside auditors, HCT Certified Public Accountants, issued a finding that the Office of the City Attorney was not utilizing the City's Procurement Policy in hiring outside counsel. The auditor recommended that "all legal vendors should be performed based on the procurement code of the City and approvals obtained in accordance with the estimated spending levels."

Although state law provides a procurement exemption for legal services, the City Attorney chose to close out the finding of the auditor, and issued a Request for Qualifications for outside legal counsel, in all possible areas of expertise, including but not limited to pension counsel, labor counsel, constitutional law, ethics, general litigation, bond counsel, aviation counsel, environmental counsel, etc. The initial term of the agreement will be for three (3) years, with an option to renew for two (2) additional three (3) year terms. The City will use the legal services of any of the outside counsel, on an as needed basis. All twelve (12) firms that applied to provide legal services have been listed on the master list, as they all meet the City's requirements and possible legal needs.

There is no current need for any outside legal services. However, in order to close out the Audit finding, and in order to be transparent in legal services procurement, it is important to create a pool of outside legal firms that could provide specialized services to the City should the need arise.

Recommendation

To approve a list for outside legal counsel services to be utilized on an as needed basis.

Budgetary Impact

No budgetary impact anticipated. The City Attorney's budget and the HR budget for labor counsel includes the proposed costs for hiring outside legal services.

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

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AGREEMENTS WITH THE TWELVE (12) FIRMS THAT SUBMITTED RESPONSES TO THE CITY'S REQUEST FOR QUALIFICATIONS ("RFQ") NO. 22-031 ENTITLED, "OUTSIDE LEGAL COUNSEL IN VARIOUS PRACTICE AREAS"; WHICH MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2018 the City received an audit finding that the City Attorney's office did not competitively procure outside legal services; and

WHEREAS, although legally the City Attorney's Office is not required to issue an RFQ for outside legal services as there is a state law exemption for legal services, the City Attorney thought it would be equitable, fair and assist the City in removing the audit finding by issuing an RFQ for outside legal services, in all possible disciplines, and for a list of qualified lawyers be maintained to be utilized over the next several years, as the need may arise; and

WHEREAS, the City Attorney is not aware of any specific issue or concern that would require outside counsel, but, having a list of qualified and approved firms would ensure that the City is transparent in its procurement of outside counsel and that the City is prepared in case of any legal contingency that may arise; and

WHEREAS, the City issued a Request for Qualifications under RFQ No. 22-031 on November 28, 2022, to contract with qualified outside legal counsel firms, to provide various legal services to the City on an as-needed basis; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$50,000.00; and

WHEREAS, responses were opened on January 17, 2023, at 10:00 a.m., and the City received proposals from seven (7) qualified firms; and

WHEREAS, a committee comprised of the City Attorney, the Executive Director of the Community Redevelopment Agency, the Chief Financial Officer, and the Chief Human Resources Officer met on February 16, 2023 to evaluate the proposals; and

WHEREAS, certain firms applied, but the City decided to re-open the RFQ to seek additional firms (while not requiring the existing firms to reapply) and the RFQ finally closed on Friday, April 7, 2023, at 10:00 a.m.; and

WHEREAS, responses were opened on April 7, 2023, at 10:00 a.m., and the City received proposals from a total of twelve qualified firms, including the original seven (7) applicants; and

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

Firm

1. Carlton Fields, P.A.
2. Kelley Kronenberg
3. Ballard Spahr LLP
4. Allen Norton Blue P.A.
5. Weiss Serota Helfman
6. Bryant Miller Olive P.A.
7. Nabors, Giblin & Nickerson P.A.;
8. Goren Cherof Doody & Ezrol
9. Law Offices of Alexander Palenzuela, P.A.
10. Law Offices of John J. Hearn
11. Vaughn Baio & Partners, LLC
12. Ryan & Ryan; and

WHEREAS, the City will enter into a “continuing contract” with each firm and the initial Agreement period will be for three (3) years with the option to renew for two (2) additional three (3) year periods; and

WHEREAS, the City Attorney does not intend to use outside counsel on a regular basis, but solely on an “as needed” basis for specialty issues or concerns;

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

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

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

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

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

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

PASSED AND ADOPTED on May 9, 2023.

ATTEST:

ELORA RIERA, MMC
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:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY RELATING TO AIRPORT ZONING REGULATIONS, FLORIDA. *(City Attorney)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - ILA airport zoning regulations, R-2023 - Broward County Interlocal Agreement - Airport Zoning Regulations, R-2023 - Broward County Interlocal Agreement - Airport Zoning Regulations - EXHIBIT A



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 9, 2023

TO: Mayor, Vice Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis

SUBJECT: Proposed Interlocal Agreement Regarding Airport Zoning Regulations

Digitally signed by Eve A.
Boutsis
Date: 2023.04.26 12:14:01
-04'00'

The Request

To approve the interlocal relating to airport zoning regulations.

Background

On September 15, 2022, Broward County reached out to the City regarding their request for an Interlocal Agreement between all the cities adjoining the airport. Fla. Stat. Chapter 333 authorizes the County to enforce land use regulations adjacent to, or in the immediate vicinity of the Airport, which regulations can be enforced through an interlocal or the creation of an aviation board with the affected adjoining cities. Please note, the City has negotiated with the County for the past 8-9 months.

By way of background, the City previously filed suit against the Hollywood/Ft Lauderdale International Airport, due to its expansion and noise issues. By November 18, 2013, the City and the County executed a settlement agreement relating to (1) transfer of certain land (voluntary sales of property), (2) the county sound proofing certain residences, (3) County to implement sound mitigation and abatement regulations; (4) voluntary nightly closures, (5) stormwater management funding by County for Taylor Road area, (6) tree relocation along Griffin Road, (7) county to erect "Welcome to Dania Beach sign on former Hilton Property; (8) county to maintain certain area of Griffin Road, wall and swale areas, County to pay City \$278,000.00 in liquidated damages; (9) the settlement replaces the 1995 Interlocal Agreement, which would now allow the permits to proceed with the South runway expansion, including the demolition of the Hilton Hotel.

Please note, that the City Charter, at Article 3, Section 3, states:

Any agreement of any kind to which the city may be a party, which affects any city residents and which involves any expansion, modification, addition to or change to or of any lands associated with the Fort Lauderdale-Hollywood International Airport, shall require a four-fifths ($\frac{4}{5}$) vote of the city commission, as authorized in

advance by adoption of an ordinance. There shall be two (2) public hearings on the ordinance and notice of each such hearing shall be published in a newspaper of general circulation within the city, at least ten (10) days before each such hearing.

I do not believe that this Charter provision is impacted by the ILA but have provided the language so that we are aware of the Charter provision.

Based, in part, upon the settlement agreement and consistent with the Federal Aviation Administration regulations for a city adjacent to an airport, the City modified the Land Development Code (LDC) to include Section 260-10, provides regulations relating to “Airport proximity and navigational hazard regulations” which requires review relating to special height limitations and Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) review requirements, and compliance with Chapter 333, Florida Statutes, which provides additional height, land use, and zoning regulations in the vicinity of airports.

In March 2022, the County amended its Airport regulations contained at Section 5-182.10, further regulating the determination of hazards to aviation safety. The County would like to enact the interlocal authorized pursuant to Chapter 333 of the Florida Statutes and seek to shift some of the responsibilities to the adjacent municipalities for enforcement. County Code Section 5-182.10 is divided into three main parts: subsection (a) that governs the runway protection zones (i.e., the areas close to the end of the runways); subsection (b) that governs notice of noise impacts; and subsection (c) that governs obstruction approvals and land use. In subsection (c), there are provisions that deal with obstruction approvals (subsection (c)(2)) and provisions that contain “land use compatibility regulations” (subsection (c)(3)). The proposed Interlocal Agreement would have the City adopt all provisions in Section 5-182.10, but there is no reason why the City could not pick and choose which provisions it accepts or identify revisions to certain provisions to meet the City’s needs.

Overview of Land Use Regulations Applicable to Areas Near the Airport

There are multiple levels of government regulation of land use near airports that are designed to protect the safety of air navigation. At the federal level, the Federal Aviation Administration (“FAA”) has regulations at 14 CFR Part 77 that are designed to maximize the safety of aircraft operations. Those regulations prohibit the creation of physical hazards to air navigation and establish a system whereby property owners provide notice to the FAA when they propose buildings or mobile objects over a certain height above ground level so that the agency can determine whether they present a hazard. There are different heights that require notice depending on the location in relation to the runways (the height limits are lower off the ends of runways), the location in relation to maps of “imaginary surfaces” that show the height at which an object could interfere with air navigation, and other factors. 14 CFR §§ 77.13-77.23. For example, the FAA reviews proposed objects 200 feet high that are located within three miles of a runway like at the Airport. See 14 CFR § 77.17(a)(2). 131010561.3

Florida law also provides for the regulation of land use near airports to prevent the creation of hazards to air navigation. Chapter 333, Florida Statutes, governs “airport zoning.” The statute requires a permit from the Florida Department of Transportation for the construction of any obstruction within ten miles of an airport, § 333.025(1), Fla. Stat., and also requires local

governments to enact zoning laws to prevent the creation of hazards, § 333.03(1)(a), Fla. Stat. Where the airport is operated by a local government that is different than the local government that has authority over land use, the statute requires the two governments to either “[b]y interlocal agreement, adopt, administer and enforce a set of airport protection zoning regulations,” or “create a joint airport protection zoning board that shall adopt, administer, and enforce a set of airport protection zoning regulations.” § 333.03(1)(b), Fla. Stat. Where more than one local government enacts airport zoning regulations that are in conflict “with respect to the height of structures or vegetation, the use of land, or any other matter,” then “the more stringent limitation or requirement shall govern and prevail.” § 333.04(2), Fla. Stat.

Broward County Code Section 5-182.10 also regulates land use near the Airport, including in areas of Dania Beach. The County has authority to regulate land use in unincorporated areas but may have more limited authority to regulate land use in the municipal limits of Dania Beach. The County’s airport zoning ordinance addresses height issues like the federal regulations and Dania Beach ordinance, but expressly reserves the County’s right to declare a structure a hazard even if the FAA determines that it does not threaten safe air navigation. § 5-182.10(2)(c), County Code. The ordinance provides that no development permit shall be issued for any structure with a height that exceeds the airport imaginary surface for its location. The ordinance also contains a section of “land use compatibility regulations” that limits lighting of structures and prohibits the operation of a land use “that is misleading or dangerous to aircraft operating in the vicinity of the Airport.” § 5-182.10(3)(b), County Code. The ordinance also states that “[i]t is the intention of the Board of County Commissioners ... that each local government that has land underlying the Airspace Imaginary Surfaces, by interlocal agreement in accordance with Chapter 333, Florida Statutes, adopt, administer, and enforce the regulations in this Section...” § 5-182.10(c)(1)(b), County Code.

The City has airport-specific provisions in its zoning ordinance. Dania Beach Code Section 220-20 establishes “airspace restrictions on allowable height” that require notice to the FAA for new structures that trigger provisions of 14 CFR Part 77. Applications for structures subject to FAA review must also be provided to the Broward County Aviation Director for review and comment, but Dania Beach Code reserves to the City final authority to approve the structure under the City’s requirements. § 220-20(B), City Code. As a matter of practical application, currently, all development projects are submitted to the County for aviation clearance purposes. The City also adopted Section 221-10, relating to “Noise mitigation”, requiring noise mitigation for proposed future residential properties that would maintain a 45 decibel interior sound level.

Review of the Interlocal:

On or about October 25, 2022, I asked the City Commission for direction to negotiate some of the terms of the proposed interlocal with Broward County as it relates to airport zoning regulations. I also hired outside counsel, White & Case, in order to provide legal guidance on the airport regulations. The Florida Statutes requires City and County to enter into this ILA to comply with Ch. 333 and Airport Zoning Regulations.

1. As you may recall, the City requested that I ask the County to do a name change of the airport, to include the City of Dania Beach, as part of the airport is located within the City's jurisdictional limits. The County Administration has declined the City's request.
2. Based upon our request, the County has clarified certain of its provisions that were vague or concerning.
3. The regulation of height under the Interlocal would be predominantly consistent with the City's code provisions in Section 260-10. Currently the City submits all building applications to the County for sign off to consistency with the FAA, FDOT and Florida Statutes Chapter 333, relating to height regulations. The proposed interlocal introduces an interactive software program that each city would utilize, putting in the property address and all height components (including towers, antennas, water towers, etc.) to see if there were an obstruction that would interfere with flight navigation hazard regulations. In short, with the interactive tool, the county is turning over this review responsibly to the cities. The City would ask that the County continue to administer it's code through the interactive tool or require that the developer utilize the interactive tool and submit the information to the City and County. The City would conduct the initial screening of development to determine if it would violate the County regulations, id. § 2.2(B) but would appear to leave the final decisions to the County, id. § 2.3.
4. Four adjoining municipalities, including Miramar, Plantation, Cooper City, and Davie. The draft interlocal includes all comments from these cities, and our proposed edits. In my last communication with Hollywood, the City has not even begun a review of the interlocal. Ft Lauderdale is delayed in its review due to the April storm and their loss of city hall.

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

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY RELATING TO AIRPORT ZONING REGULATIONS, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed interlocal agreement is entered pursuant to Section 163.01, Florida Statutes, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, it is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions; and

WHEREAS, Broward County owns and operates the Fort Lauderdale-Hollywood International Airport and North Perry Airport, located in Broward County, Florida (individually and collectively, referred to as “Airport”); and

WHEREAS, A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, of the Airport, is located within City’s and County’s municipal limits; and

WHEREAS, the City of Dania Beach and Broward County are required by Section 333.03(1)(b), Florida Statutes, to either: (i) enter into an interlocal agreement to adopt, administer, and enforce the airport zoning regulations; or (ii) adopt an ordinance, regulation, or resolution creating a joint airport zoning board that shall adopt, administer, and enforce a set of airport zoning regulations; and

WHEREAS, pursuant to the requirements of Section 333.03(1)(b), Florida Statutes, the Parties desire to enter into this Interlocal Agreement (ILA) to administer and enforce the Airport Zoning Regulations (as defined herein) in the Broward County Code of Ordinances (“Code”); and

WHEREAS, the City Commission finds it in the best interest of the City to approve the ILA;

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

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

Section 2. That the Interlocal Agreement between Broward County and the City of Dania Beach for Airport Zoning Regulations is approved, in substantially the form attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. That the proper City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

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

PASSED AND ADOPTED on May 9, 2023.

ATTEST:

ELORA, RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Return recorded document to:
Yesenia Alfonso, Assistant County Attorney
Broward County Attorney's Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315

Document prepared by:
Yesenia Alfonso, Assistant County Attorney
Broward County Attorney's Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF DANIA BEACH FOR AIRPORT ZONING REGULATIONS**

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

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. It is the purpose and intent of the Parties to permit County and City to make the most efficient use of their respective powers, resources, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby accomplish the objectives provided for herein in the manner that will best accord with the existing resources available to each of them and with the needs and developments within their respective jurisdictions.

C. County owns and operates the Fort Lauderdale-Hollywood International Airport and North Perry Airport, located in Broward County, Florida (individually and collectively, referred to as "Airport").

D. A portion of the airport hazard area, as defined in Section 333.01(4), Florida Statutes, of the Airport, is located within City's and County's municipal limits.

E. City and County are required by Section 333.03(1)(b), Florida Statutes, to either: (i) enter into an interlocal agreement to adopt, administer, and enforce the airport zoning regulations; or (ii) adopt an ordinance, regulation, or resolution creating a joint airport zoning board that shall adopt, administer, and enforce a set of airport zoning regulations.

F. Pursuant to the requirements of Section 333.03(1)(b), Florida Statutes, the Parties desire to enter into this Agreement to administer and enforce the Airport Zoning Regulations (as defined herein) in the Broward County Code of Ordinances (“Code”).

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

ARTICLE 1. BACKGROUND; PURPOSE AND INTENT

1.1 The Parties agree and stipulate that the foregoing recitals are true and correct, and are incorporated herein by reference.

1.2 The purpose and intent of this Agreement is for County and City, pursuant to Section 163.01, Florida Statutes, as amended, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities in order to comply with Section 333.03, Florida Statutes.

ARTICLE 2. AIRPORT ZONING REGULATIONS

2.1 Airport Zoning Regulations. Pursuant to the procedures specified in Section 333.05, Florida Statutes, City shall administer and enforce Section 5-182.10 of the Code and any regulations enacted by City applicable within its jurisdiction and governing the use of land on, adjacent to, or in the immediate vicinity of the Airport, in compliance with Chapter 333, Florida Statutes (“Airport Zoning Regulations”).

2.2 Notice Provided to County. City shall, in writing, notify County of the following:

A. Amendments. City must disclose to County any proposed amendment to City’s Comprehensive Plan, Future Land Use Map, Official Zoning Map, zoning regulations, or Airport Zoning Regulations, that may directly or indirectly affect property within the airport hazard area as defined in Section 333.01(4), Florida Statutes (collectively, “Plan, Map, or Regulations”), no later than thirty (30) calendar days prior to the date set for any public hearing to consider the proposed amendment to the Plan, Map, or Regulations. City shall consider any comments received by County before making its final decision regarding the amendment to the Plan, Map, or Regulations.

B. Development Review. City and County acknowledge their respective obligations to administer and enforce the Airport Zoning Regulations. City shall initially screen the development or object of natural growth project applications (“Application”) that are within its jurisdiction and in the Airport Hazard Areas (as defined in Section 5-201 of the Code), and if any Application has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, City shall notify County of the Application. City shall notify each applicant that the applicant must also comply with County’s Obstruction Approval requirements, as set forth in Section 5-182.10(c) of the Code, for the Application. The applicant must send any modification to the Application

that has the potential to create an Airport Hazard or Incompatible Use of Land, as described in Chapter 333, Florida Statutes, to County for additional review. The Airport Hazard Area is outlined in the Airspace Imaginary Surfaces Composite Map, as referenced in Section 5-182.10(d) of the Code.

2.3 Obstruction Approval. The Parties agree that no development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure or an object of natural growth that may be considered a hazard or obstruction to air navigation, as determined by County, unless an Obstruction Approval determination is granted by County, pursuant to Section 5-182.10(c) of the Code.

ARTICLE 3. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent required by law.

ARTICLE 4. MISCELLANEOUS

4.1 Joint Preparation. The preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

4.2 Entire Agreement and Modification. This Agreement incorporates, supersedes, and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matter contained herein. It is further agreed that no change, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

4.4 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law. City shall maintain the records, books, documents, and papers associated with this Agreement in accordance with Chapter 119, Florida Statutes.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6100, JCHAMBERS@BROWARD.ORG AND ALSO COPY

CONTACTFLL@BROWARD.ORG, 320 TERMINAL DRIVE, SUITE 200, FORT LAUDERDALE, FLORIDA 33315.

4.5 Recording and Filing. This Agreement shall be recorded in the public records of Broward County, at County's expense, in accordance with the Florida Interlocal Cooperation Act of 1969, and filed with the Florida Department of Transportation, pursuant to Section 333.03(3), Florida Statutes. The effective date of this Agreement shall be upon its recordation in the Official Records of Broward County.

4.6 Default. In the event of any default or breach of any of the terms of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition, or mandamus to compel the other party to abide by the terms of this Agreement.

4.7 Notices. Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses and email addresses may be changed by the applicable party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Aviation Department
Attn: Airport Development - Airspace Review
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Email address: airspacereview@broward.org

FOR CITY:

City of Dania Beach
Attn: Community Development Director
100 West Dania Beach Blvd.
Dania Beach, Florida 33004
Email address: enorena@daniabeachfl.gov

with a copy to:

Eve A. Boutsis, City Attorney
100 West Dania Beach Blvd.
Dania Beach, Florida 33004
Email Address: Eboutsis@daniabeachfl.gov

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

4.9 Conflict. In the event that this Agreement conflicts with any other agreement pertaining to the Airport Zoning Regulations, the Parties agree that the terms and conditions contained in this Agreement shall prevail.

4.10 Governing Statutes. Chapter 333, Florida Statutes, and Title 14, C.F.R. Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace, subpart C, including as amended, shall be utilized to clarify any ambiguities with regard to relevant aspects of the Agreement, including its scope, use, obstruction standards, and definitions.

4.11 Counterpart Originals. The Parties agree that this Agreement may be executed in counterparts, whether signed physically or electronically, and that collectively the counterparts shall be considered an original agreement and shall be deemed legally sufficient and binding upon the Parties.

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 13th day of December, 2022, and City, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By _____
Yesenia Alfonso (Date)
Assistant County Attorney

By _____
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

YA/ch
ILA City of Dania Beach
04/17/23
80071.0122

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF DANIA BEACH FOR AIRPORT ZONING REGULATIONS**

CITY

CITY OF DANIA BEACH

ATTEST:

By: _____
ARCHIBALD J. RYAN IV, CITY MAYOR

ELORA RIERA, MMC, CITY CLERK

Print Name

By: _____
ANA M. GARCIA, CITY MANAGER

Print Name

_____ day of _____, 2023

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

Eve A. Boutsis, City Attorney

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 REQUESTING THE APPROVAL OF A MID-YEAR BUDGET AMENDMENT; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A VAC-CON TRUCK AND OTHER EQUIPMENT UTILIZING SOURCEWELL CONTRACT RFP NO. 101221-VAC AND FLORIDA SHERIFFS ASSOCIATION CONTRACT BID AWARD #FSA20-EQU18.0 FOR STORM PREPARATION AND RECOVERY AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00). *(Public Services)*

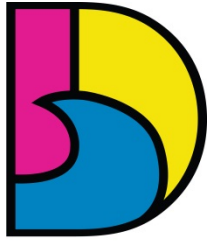
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-MIDYR-BUDGTAMDT-050923rev 6 (004) (002) (002) (003) (1), R-2023 - Mid-Year Budget Amendment for Storm Preparation Recovery Equipment, R-2023 - Mid-Year Budget Amendment for Storm Preparation Recovery Equipment - EXHIBIT A, R- 2023- Mid - Year Budget Amendment for Storm Preparation Recovery Equipment -EXHIBIT B



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 9, 2023

TO: Honorable Mayor and Commissioners

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

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

RE: AUTHORIZATION RESOLUTION TO AUTHORIZE A MID-YEAR BUDGET AMENDMENT IN THE AMOUNT OF \$738,874 TO PURCHASE OF A VAC-CON TRUCK AND EQUIPMENT TO ADDRESS STORM PREPARATION AND RECOVERY OPERATIONAL REQUIREMENTS

Request

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing a mid-year budget amendment to address an expenditure of \$738,874 utilizing Sourcewell's Contract RFP No.101221 to purchase a vac-con truck and equipment to conduct critical emergency operations. PSD will be bringing separate action in June for the purchase of three new high clearance vehicles once that contract is available.

Background

In mid-April 2023 the strongest South Florida rainstorm event in decades had a tremendous impact in the Broward County area. Despite generating over 25 inches of water in roughly 24 hours and resulting in flood conditions across many parts of the city, our Public Services Department, BSO Fire Department, and BSO Police Department responded rapidly and effectively.

While the City Team's flooding mitigation efforts were successful across most areas of the city, it became clear during the challenging field operation that there is an immediate need for additional emergency operation equipment and vehicles. During the rainstorm, access to flooded areas by many of the Department's pickup trucks and SUVs was limited due to the high water. The vehicle operators risked stalling and/or causing engine damage, making it difficult and time consuming to access locations during the recovery effort. Furthermore, the city required additional vacuum trucks and portable water pumps to address flood conditions throughout the city. This equipment would have been extremely useful in addressing flood conditions at a faster rate.

\continued...



**RESOLUTION TO AUTHORIZE A MID-YEAR BUDGET AMENDMENT IN THE
AMOUNT OF \$738,874 TO PURCHASE OF VAC-CON TRUCK AND EQUIPMENT TO
ADDRESS STORM PREPARATION AND RECOVERY OPERATIONAL REQUIREMENTS**

Most of the equipment required for better responding to these type of weather events was planned to be included in the FY24 budget request. However, given the above situation, PSD deems it prudent to order these items prior to October 1. This is particularly important in anticipation of the rush from other municipalities to place orders for similar equipment.

Specifically, the equipment listed below is recommended for immediate ordering upon the approval of a \$738,874 mid-year budget adjustment.

<i>Vehicle/Equipment</i>	<i>Cost</i>
➤ <i>Sourcewell's Contract RFP No.101221</i>	
• Vacuum Truck -	\$514,876
➤ <i>FSA's Contract FSA-20-EQU18.0</i>	
• (1) 6-inch pump w/5,000 ft. of hose	\$107,238
• (1) 4-inch pump w/5,000 ft. of hose	\$81,575
• 5% Contingency for price fluctuations	\$35,185
<i>Total:</i>	<i>\$738,874.00</i>

Budgetary Impact

Funding for this budget amendment will be appropriated from the Storm Water Fund Account Number 403-38-01-538-64-30.

Recommendation

PSD recommends the City Commission approval authorizing the budget or the immediate ordering of storm preparation and recovery vehicles and equipment.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING THE APPROVAL OF A MID-YEAR BUDGET AMENDMENT; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A VAC-CON TRUCK AND OTHER EQUIPMENT UTILIZING SOURCEWELL CONTRACT RFP NO. 101221-VAC AND FLORIDA SHERIFFS ASSOCIATION CONTRACT BID AWARD #FSA20-EQU18.0 FOR STORM PREPARATION AND RECOVERY AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids, if authorized to do so in advance by a resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or a Florida county or municipality; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Fifty Thousand Dollars (\$50,000.00) for a vendor each fiscal year; and

WHEREAS, the impact of the major rainstorm event on April 12, 2023 required an unprecedented level of effort and resources by the City to adequately address; and

WHEREAS, while the heavy flooding across various areas of the City was well managed overall, post-storm recovery operations exposed the need for one additional vacuum pump truck and portable pumps and most of this equipment was to be included in the budget request for fiscal year 2024; and

WHEREAS, the City Administration has determined that the prudent course of action is to order equipment prior to the start of Fiscal Year 2024 to be better prepared for future major rain events as well as the coming hurricane season; additionally, PSD will be bringing separate action in June for the purchase of three new high clearance vehicles once that contract is available; and

WHEREAS, the purchase of the equipment shall not exceed Seven Hundred Thirty Eight Thousand Eight Hundred Seventy Four Dollars (\$738,874.00), and a mid-year budget amendment is required to provide the necessary funding.

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

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

Section 2. That the City Commission authorizes the City Manager to execute the necessary documents for the purchase of a Combination Jet/Vacuum Sewer Cleaner from Vac-Con, Inc. under Sourcewell Contract RFP No. 101221-VAC totaling Five Hundred Fourteen Thousand Eight Hundred Seventy Six Dollars (\$514,876.00) in accordance with the proposal contained in ‘Exhibit A’, which is attached to and incorporated into this Resolution by this reference.

Section 3. That the City Commission authorizes the City Manager to execute the necessary documents for the purchase of a one (1) 6” Trailer Mounted Pump model 6JSC and one (1) 4” Trailer Mounted pump model 4JSC from Thompson Pump and Manufacturing Company, Inc under Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0 totaling One Hundred Eighty Eight Thousand Eight Hundred Thirteen Dollars (\$188,813.00) in accordance with the proposals contained in ‘Exhibit B’, which is attached to and incorporated into this Resolution by this reference.

Section 4. That the total authorized purchase shall not exceed Seven Hundred Thirty Eight Thousand Eight Hundred Seventy Four Dollars (\$738,874.00), which includes the proposed purchase amounts plus a five (5) percent contingency for dealer price adjustments and that the City Commission authorizes a funding appropriation and mid-year budget amendment in the same amount to Stormwater Fund budget account number 403-38-01-538-64-30.

Section 5. That all such purchases authorized by this Resolution are hereby authorized to exceed the annual purchase threshold of Fifty Thousand Dollars (\$50,000.00) for each vendor for fiscal years 2022-23 and 2023-24.

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

Section 7. That this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED on May 9, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Proposal Opening Record

Date of opening: October 12, 2021

Sourcewell posted Request for Proposal #101221, for the procurement of Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, August 24, 2021, and the solicitation remained in an open status within the portal until October 12, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on October 12, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #101221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Aries Industries, Inc. - Submitted 10/12/21 at 5:43:42 AM
Badger Daylighting, Limited Partnership by its General Partner Badger Infrastructure Solutions, Ltd. - Submitted 10/12/21 at 12:09:52 PM
CUES, Inc. - Submitted 10/08/21 at 1:32:58 PM
Deep Trekker - Submitted 10/12/21 at 2:16:40 PM
DuCo, LLC (Vac-Con, Inc.) - Submitted 10/01/21 at 11:10:04 AM
Elgin Sweeper Co. (Vactor Mfg, a Division of Federal Signal)- Submitted 10/11/21 at 2:51:07 PM
GapVax, Inc. - Submitted 10/12/21 at 2:06:26 PM
Garsite Progress, LLC - Submitted 10/07/21 at 12:08:54 PM
Gradall Industries, Inc. - Submitted 10/12/21 at 12:44:48 PM
Holland Pump Company - Submitted 10/12/21 at 4:29:51 PM
Hurco Technologies, Inc. - Submitted 10/12/21 at 3:31:00 PM
KAISER PREMIER, LLC - Submitted 10/12/21 at 3:35:41 PM
Park Pumps & Controls - Submitted 10/07/21 at 7:53:58 AM
Ring-O-Matic - Submitted 10/12/21 at 2:10:48 PM
Sewer Equipment Co. of America - Submitted 10/11/21 at 3:11:12 PM
Stetco Group, LLC - Submitted 10/04/21 at 4:56:44 PM
Super Products, LLC - Submitted 10/12/21 at 2:32:03 PM
Texas Underground, Inc. dba Pipehunter, Inc. - Submitted 10/12/21 at 9:11:43 AM
Thompson Pump and Manufacturing Company, Inc. - Submitted 10/12/21 at 4:10:44 PM
Visual Imaging Resources, LLC dba VIR Proteus - Submitted 10/12/21 at 9:01:56 AM
Wachs Utility Products (Illinois Tool Works) - Submitted 10/10/21 at 6:34:49 PM
WASTEWATER SOLUTIONS, LLC - Submitted 10/12/21 10:18:38 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 12, 2021, at 4:32:20 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:



74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:



6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

- a. Sewer vacuums or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as “Off Contract or Open Market” for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote “Off contract or Open Market” any optional equipment that is not included on the base model based on each customer’s specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can vary largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping
Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.

Vac-Con #101221-VAC

Pricing for contract #101221-VAC offers Sourcewell participating agencies the following discounts:

- Up to 10% discount off list price, depending upon unit and/or accessory
- In addition to the discount off MSRP, Sourcewell participating entities can also qualify for a volume discount of 3% off of the base unit discounted price for a single purchase order for four or more units



04/27/2023

COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC

Customer: CITY OF DANIA BEACH

Shipping: FLORIDA

Requirement Specification	
Combination jet/vacuum sewer cleaner with all standard equipment V312HEN/1300 L H A	\$281,867.40
Freightliner 114SD chassis 6 x 4, 66,000 GVWR, with a 370 HP diesel engine, 3,000 RDS transmission and A/C	\$124,900.00
Body mounting on Chassis	\$7,741.05
Hydrostatic drive	\$0.00
10' Aluminum Telescoping boom with pendant control station	\$20,413.00
Front Mounted Articulating to Driver Side hose reel, 600' (1") Capacity (Std. Pivot)	\$26,188.00
1300 Gallon polyethylene water tank capacity with 10 year warranty	\$0.00
12 Cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down	\$0.00
Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection	\$0.00
500' of 1" Jet rodder hose	\$666.00
Front tow eyes	\$0.00
Water pump system rated 60 GPM @ 2,000 PSI - Single Engine - Hydrostatic Drive	\$0.00
6" Knife valve with center post and handle	\$1,096.00
A Flat style rear door in lieu of dome style door including hydraulic opener will be provided	\$8,087.00
Rear splash guard	\$3,940.00
2 1/2" Water drain gate valve assembly	\$439.00
50' Capacity retractable hand gun hose reel	\$3,058.00
Centrifugal compressor fan flush out system	\$1,798.00

Requirement Specification	
Debris body "Power Flush" system, 8 jets	\$2,895.00
Hydro-excavation package	\$9,589.00
Water pump remote oil drain	\$404.00
Hose footage counter	\$864.00
Grate lifting hook	\$665.00
Grease assembly articulating hose reel	\$1,646.00
Rear mounted tow hooks	\$528.00
Remote boom grease zerk assembly	\$3,562.00
Remote debris tank grease assembly	\$3,838.00
Tungsten infused carbide boom elbow and reducer	\$6,428.00
LED 4 Strobes - (2) front bumper, (2) rear bumper	\$2,851.00
LED Arrow stick	\$4,199.00
LED Boom mounted flood lights with limb guard	\$1,097.00
LED Midbody flood lights with guards	\$1,097.00
LED Strobe with limb guard, rear debris tank mounted	\$1,383.00
Mirror mounted LED strobe lights with limb guard	\$1,383.00
Body load limit alarm, level indicator	\$1,019.00
Low water alarm with light	\$758.00
Rear camera placement	\$823.00
Traffic camera with color monitor	\$1,779.00
Paper Vac-Con Manual	\$298.00
Two Additional pipe rack	\$562.00
Vertical pipe rack	\$835.00
5' x 8" Aluminum pipe extension	\$427.00

Requirement Specification	
8" Adjustable air gap with quick clamp	\$699.00
8" Quick clamp, spare	\$59.00
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator	\$0.00
ICC lighting	\$0.00
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose	\$0.00
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose	\$0.00
Reflective safety striping: White or Blue	\$0.00
Paint Module: TBA	\$0.00
Local dealer pre delivery and inspection	\$0.00
On site customer training	\$0.00
Consignee Delivery	\$1,195.00
Additional Discount Offered By Local Dealer	(\$16,200.45)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$514,876.00

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO 101221-VAC
 VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043
 CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PHONE: 410-924-1004

THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

April 24, 2023

Quote # ECR-AC-069-2023

City of Dania Beach
1201 Sterling Rd
Dania Beach, FL 33004
PH: (954) 921-7781
M: (754) 224-6383
FX: (954) 923-1109
E: ylobo@daniabeachfl.gov

RE: Thompson Pump 4JSCM By-Pass Pumps

Hello Yamil,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing **2020 Florida Sheriffs Association Contract, Item #276**, pricing for (1) Thompson Pump Model **4JSCM-DIST-4LE2T-MC**, a 4" Compressor-Assisted, Dry-Priming, Trailer-Mounted, High Efficiency, Sound Attenuated, High Head Trash Pump. We understand The City of Dania Beach Utilities will utilize this pump for by-pass operations at various lift stations around the Utility.

The net price is derived from our **2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment Item #276**. This Florida based government contract enables The City of Dania Beach to avoid the hassle and expense of purchasing this pump through the public bid process. The FSA contract works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: **FSA20-EQU18.0, Item #276**.

Should you require further information or have any questions, please contact me at the number below.

Sincerely,

Allan Curry

Allan Curry
Thompson Pump & Manufacturing Co., Inc
Municipal Sales Representative
Cell: (561) 284-5149
Email: acurry@thompsonpump.com

CC: David Perry, Municipal Sales Manager



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

FSA20-EQU18.0, Item #276
Price Quote

Description	Order Codes	Qty	FSA Unit Price	Subtotal
• There are no specified duty points for this quotation 6JSC ZONE: BASE PRICE: Base Model includes: TPM Basic (auto start/stop control panel with Floats/Tachometer/Hour meter/Engine Safety Shut Down) Battery, Light package, Trailer, 24 Month Warranty, and Operational Training Add/Delete Options: → Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure → Downgrade pump from 6JSC to 4JSC-FT4 → Upgrade pumping system with on-board 115VAC-powered battery charging system → Upgrade pumping system with alternate discharge direction (rear discharge) → Upgrade pump with modular frame for SK-select models → (1) 4" x 10' RWR Suction Hose MxF Camlock → (1) 4" x 50' R-Lay-Flat Discharge Hose MxF Camlock Non-Specified Add Options: → 65' Auto Start/Stop Float Set → 2023 surcharge for material inflationary cost Final Model: 4JSCM-DIST-4LE2T-MC	Vehicle Southern 4/6-SK 4JSC-FT4 Battery Charger TBS-DD MOD-F 4x10 Suction Hose 4x50 Discharge Hose	1 1 1 1 1 8 100 1 Total	\$41,269.00 \$10,633.00 (\$1,943.00) \$471.00 \$653.00 \$1,484.00 \$187.00 \$225.00 \$450.00	\$41,269.00 \$13,240.00 (\$1,943.00) \$471.00 \$653.00 \$1,484.00 \$1,496.00 \$22,500.00 \$450.00 \$4,592.00 \$81,575.00

• FOB: DESTINATION

• DELIVERY FREIGHT: INCLUDED IN BASE PRICE

• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)

• DELIVERY: 40 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER

• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE PLEASE INCLUDE COPY OF FEDERAL ID ON PURCHASE ORDER

• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES

• THIS QUOTE IS VALID UNTIL JUNE 30th 2023



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

April 24, 2023

Quote # ECR-AC-064-2023(revised)

City of Dania Beach
1201 Sterling Rd
Dania Beach, FL 33004
PH: (954) 921-7781
M: (754)224-6383
FX: (954) 923-1109
E: ylobo@daniabeachfl.gov

RE: Thompson Pump 6JSCE By-Pass Pumps

Hello Yamil,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. Per your request, we are providing 2020 Florida Sheriffs Association Contract, Item #276, pricing for (1) Thompson Pump Model 6JSCE-DCUST-2.8-MC, a 6" Compressor-Assisted, Dry-Priming, Trailer-Mounted, High Efficiency, Sound Attenuated, High Head Trash Pump. We understand The City of Dania Beach Utilities will utilize this pump for by-pass operations at various lift stations around the Utility.

The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment Item #276. This Florida based government contract enables The City of Dania Beach to avoid the hassle and expense of purchasing this pump through the public bid process. The FSA contract works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item #276.

Should you require further information or have any questions, please contact me at the number below.

Sincerely,

Allan Curry

Allan Curry
Thompson Pump & Manufacturing Co., Inc
Municipal Sales Representative
Cell: (561) 284-5149
Email: acurry@thompsonpump.com

CC: David Perry, Municipal Sales Manager



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
acurry@thompsonpump.com

FSA20-EQU18.0, Item #276 Price Quote

Description	Order Codes	Qty	FSA Unit Price	Subtotal
• There are no specified duty points for this quotation 6JSC ZONE: BASE PRICE: Base Model includes: TPM Basic (auto start/stop control panel with Floats/Tachometer/Hour meter/Engine Safety Shut Down) Battery, Light package, Trailer, 24 Month Warranty, and Operational Training Add Options: → Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure → Upgrade pump from 6JSC to 6JSC-FT4-C/K → Upgrade pumping system with on-board 115VAC-powered battery charging system → Upgrade pumping system with alternate discharge direction (rear discharge) → Upgrade pump with modular frame for SK-select models → (1) 6" x 10' RWR Suction Hose MxF Camlock → (1) 6" x 50' R-Lay-Flat Discharge Hose MxF Camlock Non-Specified Add Options: → 65' Auto Start/Stop Float Set → 2023 surcharge for material inflationary cost Final Model: 6JSCE-DCUST-2.8-MC	Vehicle			
	Southern			
		1	\$41,269.00	\$41,269.00
	6-SK	1	\$13,240.00	\$13,240.00
	6JSC-FT4-C/K	1	\$5,771.00	\$5,771.00
	Battery Charger	1	\$471.00	\$471.00
	TBS-DD	1	\$653.00	\$653.00
	MOD-F	1	\$1,484.00	\$1,484.00
	6x10 Suction Hose	8	\$382.00	\$3,056.00
	6x50 Discharge Hose	100	\$348.00	\$34,800.00
		1	\$450.00	\$450.00
				\$6,044.00
		Total		\$107,238.00

• FOB: DESTINATION
• DELIVERY FREIGHT: INCLUDED IN BASE PRICE
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 40 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE PLEASE INCLUDE COPY OF FEDERAL ID ON PURCHASE ORDER
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
• THIS QUOTE IS VALID UNTIL JUNE 30 th 2023

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA20-EQU18.0, Heavy Equipment
Group: PUMP: 6 Inch Mobile Pump Package
Item #: 276, Thompson Pump 6JSC



3-Year Contract Term with Annual Update Option

Term #1 Effective: October 1, 2020 - September 30, 2021 * **Term #1 - Options Price Sheet Adjustment**
Term #2 Effective: October 1, 2021 - September 30, 2022 * **Term #2 - EMERGENCY Base Price Adjustment**
Term #3 Effective: October 1, 2022 - September 30, 2023 **Effective August 1, 2021**
Effective October 1, 2021

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$41,269.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$41,269.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$41,269.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$41,269.00

FSA Order code	Deduct Options	FSA Price
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	(\$39,050)
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	(\$4,295)
4JSC-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-STP	(\$5,610)
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	(\$22,500)
6- WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	(\$12,977)
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	(\$5,597)
4- WTP	Deduct Option- Downgrade pump from 6JSC to 4-WTP	(\$16,568)
6JSC-LHP-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-LHP-9.5	(\$793)
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	(\$1,943)
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	(\$1,508)
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	(\$1,844)
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	(\$2,796)
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	(\$5,854)
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	(\$8,265)
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	(\$2,652)
Float Box	Deduct Option- Remove float storage box	(\$152)
ECON Options	Deduct Option- Remove LB and LJ- select models only	(\$895)

FSA Order code	Add Options	FSA Price
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	\$8,831
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent Knight enclosure	\$10,633
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	\$13,240
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	\$14,911
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight	\$18,066
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	\$19,501
4JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4-D	\$341

4JSC-HP-FT4	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	\$5,941
4JSC-HP-FT4-10	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4-10	\$3,034
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	\$5,722
6JSC-LHP-10	ADD Option- Upgrade pump from 6JSC to 6JSC-LHP-10	\$2,937
6JSC-FT4-C/K	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C/K	\$5,771
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	\$10,169
6JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-J	\$13,279
6V-FT4-K	ADD Option- Upgrade pump from 6JSC to 6V-FT4-K	\$3,682
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	\$5,197
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	\$40,239
8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	\$35,671
8JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-D	\$43,284
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	\$30,342
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	\$10,018
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	\$20,446
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	\$35,671
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	\$50,896
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	\$37,130
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	\$33,768
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	\$47,851
12JSC-HP-FT4-V/D	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-V/D	\$116,369
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	\$92,927
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	\$99,200
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	\$127,861
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C/D	\$9,027
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C/D	\$9,454
78HPU/120HST-C/D	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C/D	\$55,230
24V Engine	ADD Option- Upgrade engine with 24VDC electrical system	\$1,417
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	\$390
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	\$1,269
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	\$2,218
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	\$1,497
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for TPM-Omni Beacon	\$300
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	\$3,488
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	\$550
Outside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED outside work lights with toggle switch	\$665
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	\$510
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	\$868
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	\$471
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	\$1,185
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Transducer with Guard	\$2,120
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Transducer with signal splitter	\$2,900
Special Metals	ADD Option- Upgrade pumping system with corrosion resistant impeller- select models only	\$3,675
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistant SK- select models only	\$3,045
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	\$884
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dimensions	\$4,451
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	\$2,771
Z Tank	ADD Option- Upgrade pumping system with ENLARGED double walled modular fuel tank- std.	\$2,944
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	\$921
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	\$3,045
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impeller- select models/applications only	\$1,523
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications	\$653
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	\$471
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	\$550
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	\$316
Hydraulic Brakes	ADD Option- Upgrade pumping system with hydraulic brakes on trailer	\$895
AUX FT- 254	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	\$5,984
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	\$8,110
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	\$419
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	\$761
Warranty Ext- Engine	ADD Option- (1) Additional year of limited warranty coverage for diesel engine	\$1,733

Warranty Ext- Pump	ADD Option- (1) Additional year of limited warranty coverage for pump system	\$685
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	\$265
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	\$225
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	\$348
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	\$692
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	\$278
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	\$187
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	\$604
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	\$382
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	\$1,109
8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	\$779
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	\$95
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	\$400
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM	\$167
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM	\$266
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	\$419
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	\$837
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	\$275
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	\$290
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	\$180
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	\$420
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	\$837
MOD-F	ADD Option- Updrage pump with modular frame for SK- select models only	\$1,484
OVT	ADD Option- Updrage pump with OVT® priming system- select models only	\$2,664
Enviroprime System	ADD Option- Updrage pump with Enviroprime System® priming system- select models only	\$4,392
Warranty	24 Month Limited Warranty	Included
% Discount	Equal Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount can ONLY BE APPLIED to a downgrade or an upgrade to the base model listed in this specification.	Standard

* Term #1 Revised Options Price List reflects an average 22.5% discount off the TPM FY2021 List Price (or MSRP). Average discount percentage was applied to frequently requested TPM model add/deducts.

* Term #2 Revised Base Price reflects a 30% discount off the TPM ADJUSTED List Price (or MSRP) EFFECTIVE Aug. 15th, 2021.



6" Solids Handling Compressor-Assisted Pump (Dry Prime)

FSA Base Model: Thompson Pump 6JSC

With its heavy-duty construction and fast priming capabilities, this trailer mounted solids handling jet pump leads the industry in construction, industrial and mining applications. The Thompson Pump 6JSC is designed for high flows to 2475 gpm and heads to 164 feet making it perfect for sewage bypass pumping or general construction dewatering.



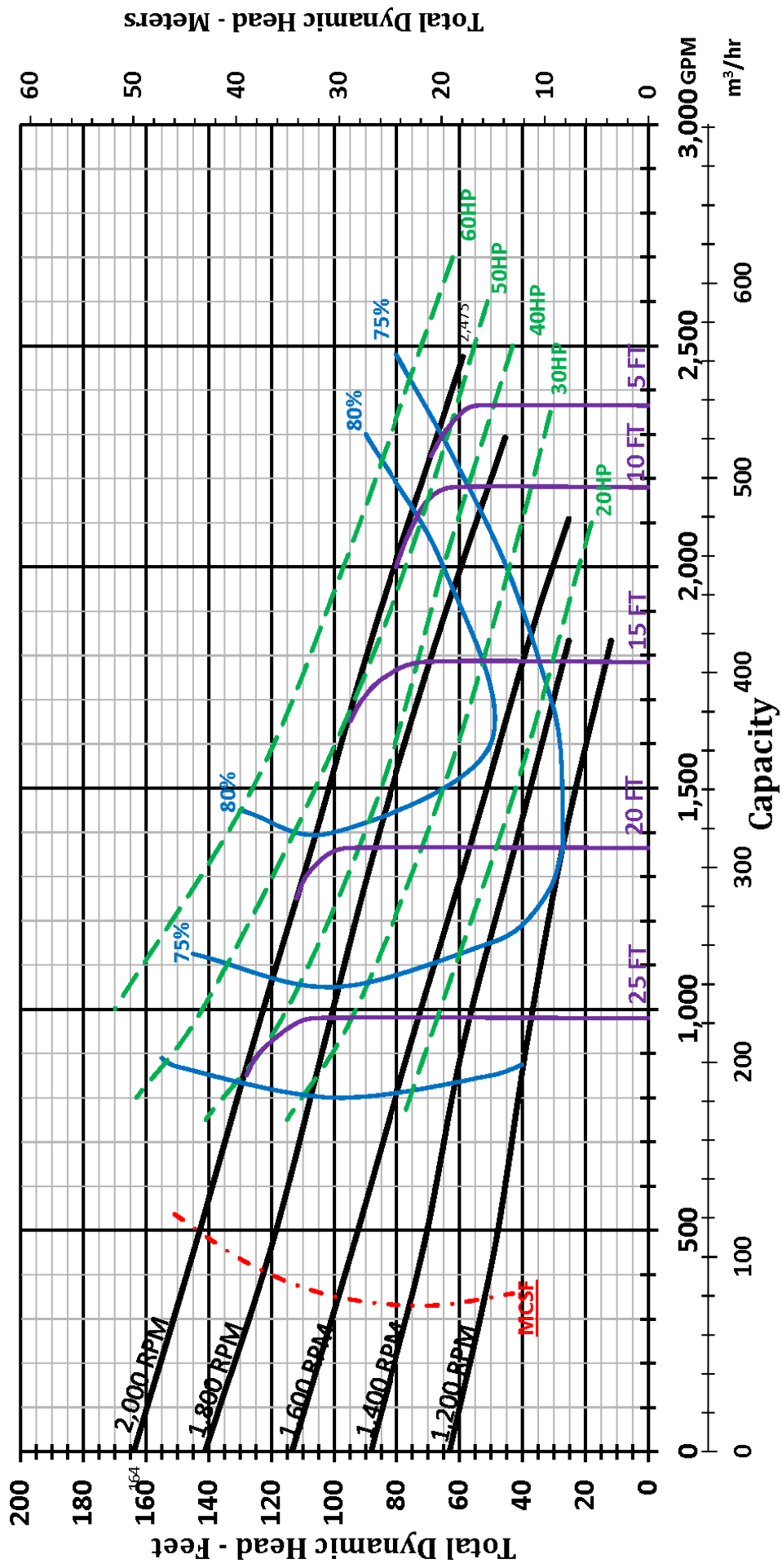
ENVIROPRIME SYSTEM® with Compressor

- Thompson's innovative priming system preventing blow-by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's compressor priming system, offers mid-range air handling capabilities for quick priming.

Pump End Materials	
Pump Casing	Ductile iron with cleanout port available with suction wear ring or wear plate
Impeller	Dynamically balanced, non-clogging, enclosed or semi-open, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; Diameter 11"
Mechanical Seal	2.5" run-dry, oil or grease lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. All other components are 304 stainless steel and viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design
Bearings & Frame	Heavy-duty grease lubricated to carry both axial and radial loads. Frame is heavy-duty class 30 cast-iron
Shaft	High quality 'stress-proof' steel and fitted with a renewable 416 stainless steel sleeve

TECHNICAL SPECIFICATIONS

Suction Size	6 in (15.24 cm)	Fuel Tank	55 gal (208.20 L)
Discharge Size	6 in (15.24 cm)	Fuel Consumption @ 2000 rpm	2.97 gph (11.24 L/h)
Maximum Flow Capacity	2475 gpm (561.83 m³/h)	Best Efficiency Point	80 %
Maximum Head	164 ft (49.99 m)		
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Times	Fuel Economy
Maximum Operating Speed	2000 rpm	21 hours @ 2000 rpm	0.365 lb/hp-hr @ 2000 rpm
Maximum Operating Temp.	200 °F (93.33 °C)	29 hours @ 1800 rpm	0.368 lb/hp-hr @ 1800 rpm
Maximum Operating Pressure	71 psi (489.5 kPa)	42 hours @ 1600 rpm	0.375 lb/hp-hr @ 1600 rpm

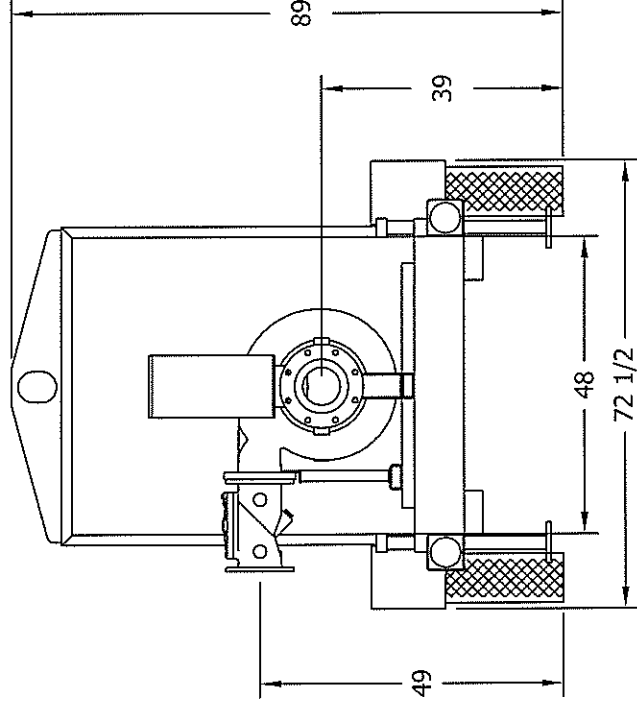
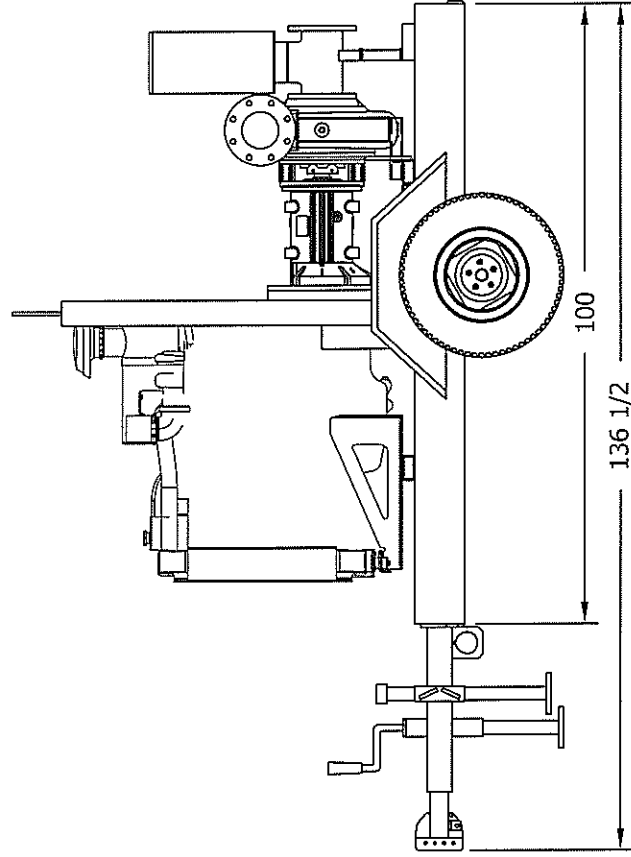


Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2008) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

FOR REFERENCE ONLY

NOTES:

1. DIMENSIONS ARE APPROXIMATE. IN THE INTEREST OF PRODUCT IMPROVEMENT, THOMPSON PUMP RESERVES THE RIGHT TO CHANGE DIMENSIONS AND SPECIFICATIONS WITHOUT NOTICE



DRAWN	STIETZEL	DATE	4/9/19
CHECKED	IA	DATE	4/9/19
APPROVED		DATE	

TITLE

Thompson Pump 6JSC



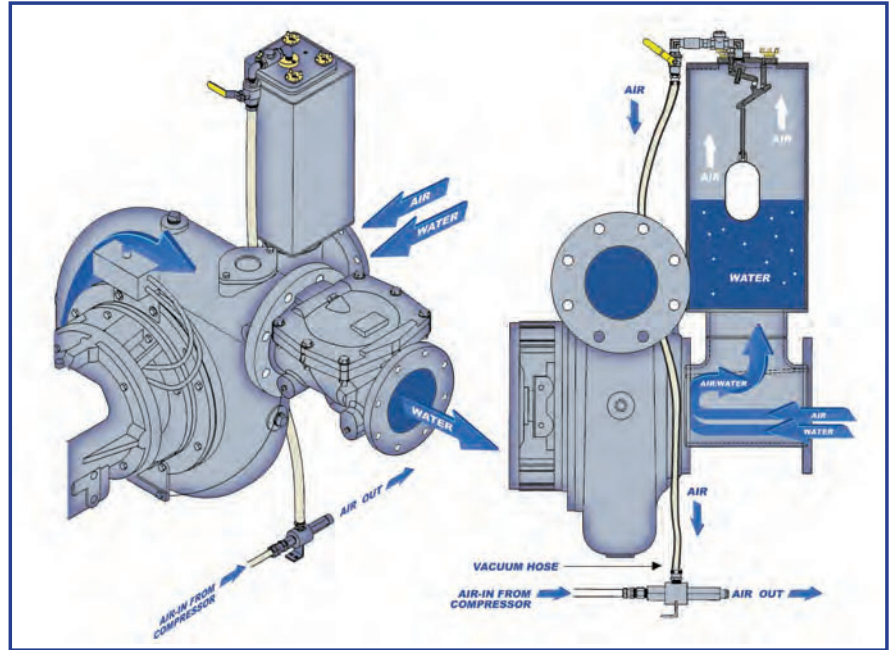
SCALE	NONE	DO NOT SCALE DRAWING
SIZE	B	SHEET 1 OF 1
DRAWING NUMBER	C-JSCW08-C427	REV 2

COMPRESSOR-ASSISTED ENVIROPRIME SYSTEM®

Environmentally friendly priming system that prevents blow-by.

ENVIROPRIME
system®

Thompson pumps with the Enviroprime System® are used on many applications where the project site cannot be contaminated by pump fluids, such as sewage or hazardous effluent. The Enviroprime System® provides quick initial priming and consistent re-priming along with the ability to prevent the pumping of effluent discharge, commonly known as "blow-by," into the environment. The Thompson Pump Enviroprime System® also eliminates the need to fill the pump with water to obtain initial prime at start-up.



When pumping sewage, possible leaks must be considered because of the effects to the environment and the fines and penalties that may be assessed by the EPA (Environmental Protection Agency) – not to mention the cleanup costs that are associated with an overflow. The Enviroprime System® provides this peace of mind.

SPECIFICATIONS

The Enviroprime System® is available on pump sizes 2 to 18 inches with capacities up to 11,000 gpm, heads to 430 feet and can handle solids up to 4 inches. The Enviroprime System® is a multi-purpose compressor-assisted system that offers fully automatic priming, re-priming and continuous operation - with minimal maintenance. Not only are Thompson pumps with the Enviroprime System® ideal for sewer bypasses, but they are versatile enough to handle general dewatering excavations, flood drainage, sludge, canals, sumps and almost any fluid transfer.

WORKING PRINCIPLE

This innovative priming system prevents product blow-by from discharging, keeping the surrounding environment clean and safe. On our JSC High Head pumps the Enviroprime System® uses an air compressor to separate air from water, which keeps the pump's venturi from clogging. An air compressor supplies air to a venturi, providing powerful air suction to the chamber located at the pump inlet. The chamber empties air from the pump's suction line causing it to fill with water. When the suction line is fully primed, an internal float rises in the Enviroprime System® chamber, shutting off the air suction. During operation, if prime is lost or air enters the pump suction line, the float automatically actuates, reapplying suction to restore prime or eliminate air pockets. In addition to protecting the environment, the Enviroprime System® reduces the hassle and cost of maintenance. Nothing but air passes through the venturi, therefore there is no screen to maintain, no leak-off tube, and no wear. The venturi comes with a lifetime warranty.



RECON CONTROL PANELS

With Telemetry and Expandable I/O Options

MODEL: 2000 AND 2000T



RECON2000

RECON

Thompson Pump **RECON** Control Panels are specifically designed and engineered to work with our complete line of dewatering pumps. Our **RECON2000** includes the following features:

- Large display, buttons and more shutdown inputs and relays than the competition
- Easily log data and hours for accurate reporting
- Notification alarm for engine off/on, and failure
- 8 Fully programmable relays and 76 selectable features, including Pump RPMs, Pump Failure, and more
- RS-485 communication ports for communication with SCADA and additional alarm equipment
- Remote operation using pressure/level transducer with backup float switch operation
- Warning alarm event history stores up to 64 events
- Can maintain flow and head parameters using pre-set engine RPM for unattended operation
- Tracks oil and filter usage with automatic alerts when replacement is recommended
- Diesel engine warm up and cool down cycle included
- Interim and Final Tier 4 diesel engine alerts with info showing level of soot in the diesel particulate filter (DPF) and if engine and/or filter needs regeneration
- Includes real-time clock with battery back-up
- Ability to monitor fault codes and warnings



Orion Registrar, Inc.
Thorough and Fair Auditing

Certificate of Certification

This is to certify the Quality Management System of:

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive
Port Orange, FL 32129 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2015

The Quality Management System is applicable to:

**Designer and Manufacturer of Innovative Pumps and
Dewatering Equipment for the Construction,
Public Works, Energy and Mining Markets.**

The Certification period is from

May 3, 2019 to June 26, 2022

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 1329

Certificate ID: 1016369




Paul M. Burck May 3, 2019
Paul M. Burck, President Date



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE, IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 23-002, WHICH PROJECT SHALL NOT EXCEED THE BUDGETED AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); AUTHORIZING APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS.

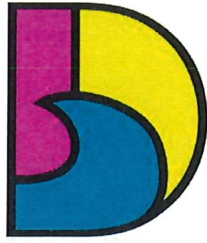
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Comp Plan RFP, R-2023- Preparation of Comprehensive Plan Update, Copy of Score Summary RFP 23-002



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: May 9, 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: 2023.05.01 11:21:36
-04'00'

SUBJECT: Authorizing Community Development Department to select a planning firm to complete updates and amendments to the City's Comprehensive Plan in response to the Request for Proposals (RFP) for the Comprehensive Plan Amendments.

Request

The Community Development Department is requesting approval of a firm to complete updates and amendments to the City's Comprehensive Plan.

Background

On April 3, 2023, the Community Development Department, with the assistance from the City's Finance Department, published a Request for Proposals (RFP) for updates and amendments to the City's Comprehensive Plan. On April 24, 2023, when the application window closed, five (5) firms submitted qualification. The forms that submitted qualifications are:

- Kimley-Horn & Associates
- Cavin Giordano and Associates, Inc.
- The Corradino Group, Inc.
- Leigh Robinson Kerr and Associates, Inc.
- Chen Moore & Associates

A bid committee was formed consisting of the Director and Assistant Director of Community Development, and Deputy Director of Public Services. The Bid Review Committee met virtually on April 26, 2023, to review and evaluate the proposals. The Committee unanimously selected Chen Moore & Associates. While this firm was not the lowest bidder, their proposal reflected a comprehensive knowledge of the City's resiliency challenges and they have identified subject matter experts on the project team.

Budgetary Impact

The anticipated cost of this project is \$150,000. Funding has already been allocated and will come from account number 001-15-01-515-31-10.

Recommendation

Approve the resolution selection of the Chen Moore and Associates to provide the City's updates and amendments to the Comprehensive Plan.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PREPARATION OF A COMPREHENSIVE PLAN UPDATE, IN ACCORDANCE WITH REQUEST FOR PROPOSALS (“RFP”) NO. 23-002, WHICH PROJECT SHALL NOT EXCEED THE BUDGETED AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00); AUTHORIZING APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to ensure that the City adheres to best practices, on April 3, 2023, the Community Development Department, with the assistance from the City’s Finance Department, published a Request for Proposals (“RFP”) for updates and amendments to the City’s Comprehensive Plan; and

WHEREAS, on April 24, 2023, the City received and opened five (5) responses to the RFP No. 23-002 all of which meet the advertised requirements; and

WHEREAS, on April 26, 2023, the Evaluation Committee, consisting of the Director of the Community Development Department, the Assistant Director of Community Development Department, and Deputy Director from the Public Services Department, reviewed the five (5) submittals; and

WHEREAS, the Evaluation Committee unanimously selected Chen Moore & Associates, Inc. to provide the City’s Comprehensive Plan updates.

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

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

Section 2. That the City approves entering into a contract with Chen Moore & Associates, Inc. in association with RFP No. 23-002, in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00) as identified in the submittal.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the contract documents which are deemed necessary and proper and in the best interest 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 upon its passage and adoption.

PASSED AND ADOPTED on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



RFP 23-002 PREPARATION OF EVALUATION AND APPRAISAL REPORT AND COMPREHENSIVE PLAN UPDATES

E. Norena

	Firm Qualifications	Approach & Delivery of Service	Price Proposal	References	Total
Kimley-Horn and Associates, Inc.	25	30	25	10	90
Kerr & Associates, Inc.	15	30	30	10	85
Chen Moore and Associates	25	35	30	10	100
The Corradino Group, Inc.	20	30	30	10	90
Calvin, Giordano & Associates, Inc.	20	30	30	10	90

C. Lajoie

	Firm Qualifications	Approach & Delivery of Service	Price Proposal	References	Total
Kimley-Horn and Associates, Inc.	23	30	15	10	78
Kerr & Associates, Inc.	23	30	30	10	93
Chen Moore and Associates	25	35	29	10	99
The Corradino Group, Inc.	23	30	28	10	91
Calvin, Giordano & Associates, Inc.	23	30	28	10	91

D. Ozaydin

	Firm Qualifications	Approach & Delivery of Service	Price Proposal	References	Total
Kimley-Horn and Associates, Inc.	25	34	25	7	91
Kerr & Associates, Inc.	20	31	23	6	80
Chen Moore and Associates	25	35	27	5	92
The Corradino Group, Inc.	23	32	22	6	83
Calvin, Giordano & Associates, Inc.	23	31	25	5	84

Firm	Final Score	Rank
Kimley-Horn and Associates, Inc.	259	4
Kerr & Associates, Inc.	258	5
Chen Moore and Associates	291	1
The Corradino Group, Inc.	264	3
Calvin, Giordano & Associates, Inc.	265	2

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT AND APPROVE AN ORDINANCE RELATING TO UPDATING CERTAIN PROVISIONS OF CHAPTER 27, ENTITLED “WATER AND SEWERS;” AT ARTICLE V, ENTITLED “STORMWATER REGULATIONS,” AT SECTION 27-227, ENTITLED “STORMWATER MANAGEMENT PLAN REQUIREMENTS;” TO PROVIDE FOR CITY-WIDE INTERIM DESIGN STANDARDS FOR ALL CONSTRUCTION APPROVED AFTER THE DATE OF ADOPTION OF THIS ORDINANCE. *(Community Development)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-030-23 Sea Level Rise 2nd Reading, O-2023- Text Amendment (TX-030-23) Relating to Chapter 27 Stormwater Interim Design Standards, TX-030-23 SLR text and application



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

DATE: May 9, 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

SUBJECT: **TX-030-23:** The applicant, the City of Dania Beach, is requesting an ordinance creating interim design standards for the City's Stormwater Management Plan (SECOND READING).

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
Date: 2023.05.01 11:20:29 -04'00'

Request

Community Development Department is requesting to amend the City's Code of Ordinances to create interim planning and design standards for the City's Stormwater Management Plan.

Background

Over the past few months, the city has been working with Broward County to respond to comments regarding the City's Future Land Use Amendment requesting dwelling unit replenishment within the City's Regional Activity Center. On March 20, 2023, the Community Development Department and several City consultants met with Dr. Jurado, Chief Resilience Officer and Deputy Director of the Broward County Resilient Environment Department to confirm the City's plan of action for enforcing applicants to properly mitigate for existing and future flood risk.

While the City continued to work on the implementation of the Stormwater Master Plan, Vulnerability Assessment, and the Comprehensive Plan Amendments are underway, and until such time as that technical and policy work is complete, an interim planning and design standard for future conditions will be implemented by the City.

The proposed text amendment will include the following language:

- 1) Groundwater and surface water stages antecedent to a design event shall be the higher of the average wet season water levels or the applicable control elevations. Broward County Plate WM. 2.1 Future Conditions shall be incorporated into determining the average wet season ground water levels for use in calculating a design event and shall be incorporated into calculations for the stormwater and requirement for the project post-development condition.
- 2) All other required Federal, State, and County regulatory approvals shall be obtained by permit applicants.

The City Commission heard this item on first reading on April 25, 2023, and was approved. A resolution of support was also presented on April 25, 2023, which was approved.

Recommendation

Staff recommends that the City Commission approve the ordinance on second and final reading.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UPDATING CERTAIN PROVISIONS OF CHAPTER 27, ENTITLED “WATER AND SEWERS;” AT ARTICLE V, ENTITLED “STORMWATER REGULATIONS,” AT SECTION 27-227, ENTITLED “STORMWATER MANAGEMENT PLAN REQUIREMENTS;” TO PROVIDE FOR CITY-WIDE INTERIM DESIGN STANDARDS FOR ALL CONSTRUCTION APPROVED AFTER THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR C O D I F I C A T I O N ; P R O V I D I N G F O R C O N F L I C T S ; P R O V I D I N G F O R S E V E R A B I L I T Y ; F U R T H E R , P R O V I D I N G F O R A N E F F E C T I V E D A T E .

WHEREAS, in 2019, the Southeast Florida Regional Climate Change Compact (“the Compact”) developed the Updated Unified Regional Sea Level Rise Projections for the region for the 2000-2120 timeframe using the Intergovernmental Panel on Climate Change (IPCC) Median and National Oceanic and Atmospheric Administration (“NOAA”) Intermediate High sea level rise projection, with this standard recommended to be generally applied to most projects within a mid-term planning horizon, up to 2070; and

WHEREAS, in 2021, the Florida Legislature enacted Florida Statutes Section 380.093, which is known as the “Always Ready” legislation, that includes sea level rise projections for the NOAA Intermediate Low and Intermediate High projections for 2040 and 2070, which projections are to be used in vulnerability assessments; and

WHEREAS, in 2021, Broward County adopted an update to its Priority Planning Areas Map Series that identifies areas hydrologically connected to tidally-influenced water bodies, and those areas that are at increased risk of inundation under a 3.3 foot sea level rise scenario (the “NOAA Intermediate High” projection), projected to occur as soon as 2070 (based on the 2019 Compact Unified Sea Level Rise Projections, 40” from Mean Higher High Water equivalent to an elevation of 3.86’ North American Vertical Datum of 1988 (NAVD 88)) and numerous other policies and standards related to the review of projects relative to sea level rise; and

WHEREAS, the City of Dania Beach has initiated the development of a Stormwater Master Plan anticipated to be completed in 2024, which plan would take into consideration the above standards and projections: and

WHEREAS, the City of Dania Beach has initiated an Evaluation and Appraisal Report (“EAR”) for its existing Comprehensive Plan anticipated to be completed in 2024, and the City has identified compliance with Section 163.3178(2)(f), Florida Statutes as an issue to be addressed within the EAR, which proposed Amendments are known as “Peril of Flood” Amendments for the Coastal Management Element; and

WHEREAS, the City of Dania Beach has initiated the development of a Vulnerability Assessment to be completed in 2024, funded by a Resilient Florida grant from the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, the City of Dania Beach currently recognizes that through the development of (1) technical information about the City’s stormwater system in the Stormwater Master Plan, (2) its proposed Vulnerability Assessment, meeting the requirements of section 380.093, Florida Statutes, and (3) its policy Amendments to ensure compliance with the for the State of Florida’s “Peril of Flood” Amendments, would all contemplate the anticipated changes in future conditions related to sea level rise, and would require the inclusion, specifically, of the NOAA Intermediate High sea level rise projection in all construction project designs in the entire City, and will require new policy and ordinance development to take these changes into consideration; and

WHEREAS, in the interim, while the City is studying and updating its Stormwater Master Plan, creating its Vulnerability Assessment and preparing the Peril of Flood Amendments, until such time as that technical and policy work is complete, the City of Dania Beach seeks to adopt an *interim* city-wide construction, planning and design standard for stormwater management including future conditions consistent with 1) the 2019 Unified Sea Level Rise Projection for the region; and 2) Subsection 380.093(3)(d)3.b., Florida for the NOAA Intermediate High sea level rise projection (40” or 3.86’ NAVD 88); and

WHEREAS, Chapter 27 of the City’s Code of Ordinances, entitled the “Water and Sewer” is being modified to include the proposed interim design standards relating to stormwater management plans and sea level rise; and

WHEREAS, the City Commission wishes to amend existing sections of the Code of Ordinances to ensure further clarity to the City’s Code; and

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

Section 1. That the City of Dania Beach’s Code of Ordinances, at Chapter 27, entitled “Water and Sewers;” at Article V, entitled “Stormwater Regulations,” at Section 27-227, entitled “Stormwater Management Plan Requirements;” is amended to read as follows:

CHAPTER 27

WATER AND SEWERS

ARTICLE V. - STORMWATER REGULATIONS

* * *

Section 27-227. Stormwater Management Plan Requirements/Interim Design Standards.

A stormwater management plan shall be submitted to the city for all projects that add impervious area or modify pervious area whether or not city commission approval is required. The adopted level of service for drainage is to retain the first inch of rainfall on-site; post-development runoff shall not exceed predevelopment runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.

The city-wide interim design standards, that add impervious are affects all construction projects that add impervious area or modify pervious area, whether or not City Commission approval is required (public infrastructure or private development) shall apply to all construction projects initiated after May 10, 2023. The City is in the process of (1) researching and adopting a Stormwater Master Plan, which will ultimately require additional updates to the City’s Stormwater Regulations; (2) conducting an EAR update to the Comprehensive Plan, which shall implement changes to the Flood portion of the Coastal Management Element, to include the NOAA Intermediate Hight sea level projection standards; and (3) the City is in the process of conducting its Vulnerability Assessment, consistent with the requirements of section 380.093, Florida Statutes, entitled “Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.” Upon completion of the above studies and updates, the City’s Stormwater Plan shall be updated as well. In the interim, effective May 10th, 2023, the City’s stormwater requirements are updated to require compliance with additional standards as contained below.

All stormwater management plans submitted pursuant to this article shall conform to the following standards:

(1) *General Requirements.* The following general requirements shall be adhered to when developing a stormwater management plan:

a. All stormwater drains, inlets and infiltration structures that have connection to a waterway, shall be designed to include a storm drain stencil message, which reads, "NO DUMPING! DRAINS TO WATERWAY". The stencil message shall be five (5) inches by twenty-nine (29) inches, with a white background and blue letters and made of thermoplastic. All stencils should reflect Flint Trading, Inc., reference item number 89182093HS and if an alternate manufacturer is used, a sample stencil shall be provided to the Building Department for approval prior to installation.

b. Performance standards. Stormwater management plans shall be included in all projects requiring city commission approval. Each plan shall demonstrate that the proposed development activity has been planned, designed and will be constructed and maintained to meet each of the ~~following performance~~ standards of this section 27-227.

c. Erosion and sedimentation facilities/devices are required for all development and redevelopment projects within the city. Erosion and sedimentation facilities shall receive regular maintenance to ensure that they continue to function properly. Minimum erosion control standards are identified in the section below, "illicit discharge detection and elimination".

d. Groundwater and surface water stages antecedent to a design event shall be the higher of the average wet season water levels or the applicable control elevations. Broward County Plate WM 2.1 – Future Conditions¹ shall be incorporated into determining the average wet season ground water levels² for use in calculating a design event and shall be incorporated into calculations for the post-development condition and stormwater management requirements for the project. [Effective May 10, 2023].

e. All other required Federal, State and County regulatory approvals shall be obtained by permit applicants. [Effective May 10, 2023].

* * *

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading on May 10, 2023.

¹ Broward County: Future Conditions Average Wet Season Groundwater Elevation Map: https://www.broward.org/waterresources/Documents/PlateWM2_1_FutureConditions.pdf (5/5/2017).

² Broward County Code of Ordinances, Article V, Sec. 27-200(b)(5)a.3.b)., Antecedent conditions.

Section 5. That this Ordinance shall be codified after adoption.

PASSED on first reading on April 25, 2023.

PASSED AND ADOPTED on second reading on May 10, 2023.

ATTEST:

ELORA RIERA, MMC
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: 03/27/23

Petition No.: TX-030-23

(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: Ordinances to an ordinance create interim planning and design standards for future conditions consistent with the 2019 Unified Sea Level Rise Projection for Southeast Florida, Subsection 380.093(3)(d)3.b., 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*)

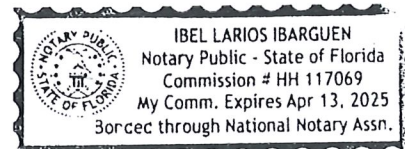
BEFORE ME THIS March DAY OF 30th, 2023

By:

[Signature]
(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:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT AND ORDINANCE AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS. *(Community Development)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-038-23 Noise 1st Reading, O-2023 - Amending Chapter 17 Section 17-81 - Unreasonably Loud Noise Prohibited, TX-038-23 Text Amd noise application



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

DATE: May 9, 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
Eleanor Norena, CFM
Corinne Lajoie, AICP

Digitally signed by Candido Sosa-Cruz
Date: 2023.05.01 09:13:34 -04'00'

SUBJECT: **TX-038-23:** The applicant, City of Dania Beach, is requesting a text amendment to amend the noise regulations found in the City's Land Development Code (FIRST READING).

REQUEST

TEXT AMENDMENT

Amending Section 17-81, entitled "Unreasonably loud noise prohibited" to prohibit noise between the hours of 7:00PM and 7:00AM.

PUBLIC HEARING NOTICE

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

The City currently regulates construction noise between the hours of 7:00PM to 7:00AM. Other Cities, not utilizing a decibel meter noise ordinance provide similar time restrictions, as identified below:

- Davie 7:00PM to 7:00AM
- Deerfield Beach 9:00PM to 7:00AM
- Hollywood 10:00PM to 7:00AM

At this time City Staff is recommending to specifically prohibit unreasonable noise between the hours of 7:00PM to 7:00AM. This modification will ensure that Broward Sheriff's Office is provided clear direction on enforcement of the City's noise ordinance during the applicable timeframe.

STAFF RECOMMENDATION

Approve the text amendment Ordinance on first reading.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” AT ARTICLE IV ENTITLED “NOISE” AMENDING SECTION 17-81, ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; AMENDING NOISE PROHIBITION HOURS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently regulates construction noise hours from 7:00 p.m. to 7:00 a.m.; and

WHEREAS, other cities, not utilizing a decibel meter noise ordinance provide similar time restrictions, including Deerfield Beach (9:00 p.m. to 7:00 a.m.), Davie (7:00 p.m. to 7:00 a.m.), Hollywood (10:00 p.m. and 7:00 a.m., in conjunction with a decibel meter) and Fort Lauderdale (10:00 p.m. to 7:00 a.m., in conjunction with decibel meter); and

WHEREAS, this modification will ensure that Broward Sheriff’s Office is provided clear direction on enforcement of the City’s noise ordinance during the applicable timeframe; and

WHEREAS, the City Administration supports the further refinement of the City’s Noise Ordinance;

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 17 entitled “Offenses - Miscellaneous”, Article IV, entitled “Noise”, at section 17-81, entitled “Unreasonably loud noise prohibited,” is amended as follows:

* * *
CHAPTER 17
OFFENSES -MISCELLANEOUS

* * *

ARTICLE IV. NOISE

* * *

Sec. 17-81. Unreasonably loud noise prohibited.

Between the hours of 7:00 p.m. and 7:00 a.m., it shall be unlawful for any person or business to cause or permit to originate from the real property he, she, or it controls, any sound which crosses a property line at a volume which is unreasonably loud.

* * *

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 _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2023.

ATTEST:

ELORA RIERA, MMC
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: 04/25/23

Petition No.: TX-038-23

(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: 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

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 NOISE PROHIBITION HOURS SEC. 17-81

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*)

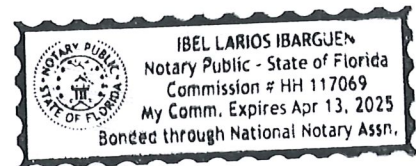
BEFORE ME THIS 26th DAY OF April, 2023

By:

Eleanor Norona
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Public
Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED “ADMINISTRATION” AT ARTICLE V, ENTITLED “RESERVED” BY AMENDING THE ARTICLE NAME TO “NAMING OF CITY FACILITIES”, AND CREATING SECTION 2-101, ENTITLED “NAMING OF CITY OWNED FACILITIES” PROVIDING THE AUTHORITY TO THE CITY COMMISSION TO NAME OR RENAME CITY OWNED FACILITIES.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Facilities Naming Ordinance (May 9, 2023 - Second Reading), O-2023- Amending Ch. 2 Art. 5 Naming of City Facilities SECOND READING



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: May 9, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney Eve A. Boutsis Digitally signed by Eve A. Boutsis
Date: 2023.04.27 14:36:11 -04'00'

SUBJECT: City Regulation Relating to Naming of City Facilities
SECOND READING

SPONSOR: Commissioner Tamara James

The Request

To approve a City regulation relating to naming of City Facilities.

Modifications to Ordinance made at First Reading:

During first reading on March 28, 2023, the City Commission authorized two modifications to the ordinance, which are reflected below. Those two modifications are:

- (1) First reading of the ordinance required 3/5 to name and 4/5 to remove the name. The City Commission modified the requirement to reflect a 4/5 vote to name a facility after someone, and a 4/5 .vote to remove that name from the facility.
- (2) First reading of the ordinance required written notice to all within one mile of the facility. The City Commission modified the notice of the public hearing requirement to providing notice in writing to all within 1,000 feet of the facility.

Background

Commissioner James requested that the City update and create a facilities naming policy for the City. I reviewed the procedures for many cities, including the City of Ft. Lauderdale, Coral Springs, Hollywood, City of Miami Beach, City of Miami, Coral Gables, and other locations. Not every city has a written naming policy. Certain cities have identified what they believe to be a “best practice” of only using names of persons that are deceased (as a live person can subsequently do bad acts that can cause embarrassment to the City). Commissioner James requested that this language not be included in the draft ordinance, as a person’s bad acts could be brought forward after death.

The City Commission shall be responsible for the naming/renaming of all City-owned facilities. The provisions of this Code shall be the exclusive process for naming a structure, an interior room, a park, a facility, a monument, etc.

If a corporation is sponsoring a naming request (filed and paid for an application to name a facility), the City may require that group to provide the city funding for the naming “right”, which funding would be used to maintain the facility and for special City projects (for the City to determine). For the corporate sponsor, the City may require the requesting group to provide funding for the facility's naming, including but not limited to buildings, amenities, signage, and other city-owned areas or facilities. The funding would be utilized.

For naming involving an individual, the ordinance does not provide for any cost to the individual or the requestor for the name change.

The first step in the naming process would be to have a “pre-review” by the Parks, Recreation and Community Affairs Advisory Board. The meeting shall not be required to be advertised, nor mailed notice to issue. However, the meeting will be required to be posted on the City’s website and bulletin board. Thereafter, once the recommendation is made by the Advisory Board the item is transmitted to the City Commission as an agenda item. There would be mailed notification of the naming public hearing before the City Commission, to all property owners within 1,000 feet of the facility, and advertised in a the newspaper 30 days in advance of the hearing. (First reading provided for a mile notice from the facility. The City Commission modified the notice requirement to 1,000 feet). Please note, a corporate sponsor would be required to pay for the advertising and mailed notice. The cost associated with an “individual” naming of a facility (naming not involving a corporation, or other legal entity, other than a human being) would be borne by the City.

The individual whose name is being considered must pass a “level 2” background check. Florida statute 435.04 defines a level 2 background check as “a security background investigation where a potential employee is required to submit fingerprints to be screened through state law enforcement agencies, as well as national criminal history records.” Ideally, a level 2 background check is a very in-depth report that extensively analyzes both state and national registries. A Level 2 background check is a peculiar type of fingerprint background check normally reserved for candidates seeking jobs that involve working with vulnerable persons, such as children, people with disabilities, and seniors.

The duration of a naming for a corporate sponsor shall be for an initial period of ten (10) years from the date of installation of signage. And, may be extended for further 10-year periods. A naming that involves an individual shall be authorized by a 4/5 vote and continue until such time as the City decides by a 4/5 vote to rename the facility, or if any of the termination conditions occur (conviction of felony, moral turpitude, etc. which would only require a 3/5 vote). The name use may be terminated in the event information comes to light that detracts from the rationale used to justify the naming, or if the person subject to the naming privilege is subsequently convicted of a felony offense or any of the provisions that would have precluded the naming in the first place, would now apply to the name.

Eligibility for Naming/Renaming of a Facility/Building:

1. City elected officials;
2. City elected officials who have completed their full-term limit, made a significant contribution to the City and/or becoming elected to a higher office;
3. City employees that have made significant contributions to the City, and separated from full-time employment in good standing;
4. Persons making a significant contribution to the City over a period of years can be considered with a written request made to the Director of Parks and Recreation;
5. Names of existing facilities shall not be duplicated;
6. Every effort shall be made to avoid conflicts with neighboring municipalities;
7. The renaming of parks, open spaces and public facilities is strongly discouraged. The City Commission may choose to rename an existing park if the park name is no longer in line with the criteria and guidelines and/or demeans the City in any way;
8. Where the name of an individual is so used, approval shall be obtained from the individual or the next of kin for such naming;
9. Whether or not the name requested is perceived to be immoral or offensive to a portion of the City's citizenry;
10. Whether or not the applicant has met the requirements referenced in this Code and have the support of surrounding property owners; and
11. If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or offensive history.

Eligibility for Naming/Renaming an Amenity (Rooms, Halls, Courts, Ballfields, Soccer Fields, Pavilions, Monuments, etc.):

- (1) Recommendations for the naming of facility are encouraged to reflect community members who have made substantial contributions over a period of years to the City by volunteering services (athletics or other), serving on boards/committees, Commissions, past employees, and Civic organizations.
- (2) The naming of fields or courts should be recommended by the league or activity that the person served.
- (3) A private individual or corporation may seek to name or rename a facility in compliance with the Article.
- (4) The City Commission on its own initiative may seek to name or rename a facility.

Certain nominations are automatically denied, if they meet the following criteria:

- (i) The individual after whom the facility is to be named or renamed had been convicted for a felony or any crime involving moral turpitude or had pending charges of a felony on any crime involving moral turpitude at the time of his or her death.
- (ii) The corporation or other non-natural person after which the facility is to be named or renamed must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history.
- (iii) Failure to pass a Level 2 background check.
- (iv) Discriminatory or antisemitic (anti any religious, racial or ethnic) name or reference.
- (v) No name shall be permitted which includes the name of any company selling the following types of products: guns, tobacco, marijuana, vaping products or sexual products.

Please note that there is no appeal right associated with the City Commission's decision to grant or deny a naming request. The decision is not a quasi-judicial matter and does not affect personal property rights. As such, the decision to name or rename a facility is not appealable and within the inherent discretionary authority of the City Commission.

Recommendation

That the ordinance be approved at first reading and that a second and final reading be scheduled.

Budgetary Impact

No budgetary impact anticipated.

EAB:la

Attachment: Ordinance

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

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION" AT ARTICLE V, ENTITLED "RESERVED" BY AMENDING THE ARTICLE NAME TO "NAMING OF CITY FACILITIES", AND CREATING SECTION 2-101, ENTITLED "NAMING OF CITY OWNED FACILITIES" PROVIDING THE AUTHORITY TO THE CITY COMMISSION TO NAME OR RENAME CITY OWNED FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to create a process for naming or renaming City owned facilities within the City of Dania Beach; and

WHEREAS, it is in the City's best interests to create a process that is consistent with best practices, and takes into consideration various factors to ensure that the naming or renaming of a facility, a room, a park, etc., is appropriate for the City; and

WHEREAS, the City desires to create Section 2-101 of the City Code of Ordinances to document the City's process for naming of facilities;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 2 of the City Code of Ordinances, which Chapter is entitled "Administration", at Article V, entitled "Reserved", at section 2-101, is created to read as follows:

CHAPTER 2

ADMINISTRATION

ARTICLE V – ~~RESERVED~~ NAMING OF CITY FACILITIES

* * *

(a) Intent.

The City of Dania Beach shall be responsible for the naming/renaming of all City-owned facilities. Nothing in this section shall prohibit the City Manager, Mayor/Commission members, a community group, or a resident from recommending a facility be named or renamed on behalf of an individual, provided that the criteria in this Code provision are met. The provisions of this Code

shall be the exclusive process for naming a structure, an interior room, a park, a facility, a field, a monument, etc. (collectively, “a facility”).

A corporate sponsor for a facility naming right would be required to provide funding to the City, which funding would be utilized to fund the costs associated with the naming and used to maintain the facility. Any surplus funds would be utilized for a public purpose and deposited in the general fund and designated for special projects in the City. Actual physical or other naming/renaming measures for a corporate sponsor, including signage changes, shall not be performed by the City until such the maintenance costs and funding to the City, as determined by the City Manager’s Office, are paid to the City. The corporate sponsor would enter into a naming rights facility agreement, which agreement would provide the corporate sponsor the exclusive right to name a property, location, or event for a set period, ordinarily for a 10 year exclusive period.

(b) Eligibility for Naming/Renaming of a structure, interior room, park, facility, monument or building (collectively “facility”):

1. City elected officials;
2. City elected officials who have completed their full-term limit, made a significant contribution to the City and/or becoming elected to a higher office;
3. City employees that have made significant contributions to the City, and separated from full-time employment in good standing;
4. Persons making a significant contribution to the City over a period of years can be considered with a written request made to the Director of Parks and Recreation;
5. Names of existing facilities shall not be duplicated;
6. Every effort shall be made to avoid naming conflicts with neighboring municipalities;
7. Where the name of an individual is used, approval shall be obtained from the individual or the next of kin prior to using the name;
8. In making the decision to utilize a name, the City Commission must take into consideration whether or not the name requested is perceived to be immoral or offensive to a portion of the City’s citizenry;
9. Whether or not the applicant has met the requirements referenced in this Code and have the support of surrounding property owners;
10. If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or an offensive history. See additional requirements for corporate naming request, under subsection (a).
11. Recommendations for the naming of a facility are encouraged to reflect community members who have made substantial contributions over a period of years to the City by volunteering services (athletics or other), serving on boards/committees, Commissions, past employees, and Civic organizations.
12. The naming of facilities can be offered to the City Commission by the league or organized group that the person served within and to name a specific facility utilized by the league or organized group.

(c) Notification of Proposed Naming or Renaming.

(1) The Parks, Recreation and Community Affairs Advisory Board shall issue an advisory recommendation to the City Commission. The Advisory Board meeting shall not be required to be advertised or noticed in a paper of general circulation, however, the Advisory Board meeting shall be posted on the City's website and bulletin board at least 48 hours prior to the meeting.

(2) Mail notification of a naming or renaming public hearing request before the City Commission shall issue to all property owners within 1,000 feet ~~one (1) mile~~ of the facility. All notices, including mailed notice, posting, and newspaper advertising in a paper of general circulation shall issue 30 days before the public hearing on the request. The notice shall include a picture of the facility, the address of the facility, and the proposed name/rename to be considered. The notice shall contain the date, time and location for the public hearing, and advise the public that a public hearing will be held which would allow the public to provide input on the name request.

(d) Review and Approval of request.

(1) Requests for Naming/Renaming of a facility must be submitted in writing to the Director of Parks and Recreation. All individuals and organizations requesting for naming/renaming a facility must submit a City of Dania Beach Naming/Renaming Application.

(2) These requests will be reviewed by the Parks, Recreation And Community Affairs Advisory Board prior to transmission to the City Commission. The decision of the Board shall be advisory only and shall be submitted to the City of Dania Beach City Commission for a Final Determination.

(3) The individual whose name is being considered must pass a "Level 2" background check. Staff would be required to submit the Level 2 background check to Human Resources to complete prior to action by the Advisory Board.

(4) Any person, not-for-profit organization, or commercial establishment/corporation to be recognized by the naming, must be in good standing in the community at the time of final approval of same by the city commission and if, after the naming, the person recognized, or the principal(s) of the not-for-profit commercial establishment recognized are subsequently convicted or adjudicated guilty of a felony, the naming shall be subject to removal by the City Commission, without a public hearing. In addition, the city commission may approve the removal of the name from a facility at a public hearing if said person, not-for-profit organization, or commercial establishment is no longer in good standing in the community. In either case, neither the city, nor any of its officers, employees, contractors, or agents, shall have any liability to the person, not-for-profit organization, or commercial establishment recognized by the naming or to the principal(s) of such not-for-profit organization or commercial establishment (including, without limitation, if such person or principal(s) are deceased, his/her heirs, relatives, successors, or assigns), and/or any other party(ies) for any costs or claims resulting from such removal (and including, without limitation, reimbursement of any costs incurred for design, fabrication, installation, and/or maintenance of the street sign, if applicable).

(5) The bankruptcy of a corporate sponsor, or the take over of a corporate sponsor resulting in the renaming of the corporate sponsor shall be reasons the City Commission may remove a corporate sponsor's name from a facility early.

(5) Final Determination. The City Commission shall make a final determination whether to grant or deny an application to name a facility. In doing so, the City Commission shall have absolute discretion for naming a City facility and shall enact a resolution, after public hearing determining whether the naming or renaming request is approved. Final approval shall require a ~~3/5~~ 4/5 vote for an initial naming request.

(6) No Waiver of Guidelines. The City shall not consider a waiver of any portion of these guidelines.

(7) Automatic Denials.

(i) The individual after whom the facility is to be named or renamed had been convicted for a felony or any crime involving moral turpitude or had pending charges of a felony on any crime involving moral turpitude at the time of his or her death.

(ii) The corporation or other non-natural person after which the facility is to be named or renamed must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history.

(iv) Failure to pass a Level 2 background check.

(v) Discriminatory or antisemitic (anti any religious, racial or ethnic) name or reference.

(vi) No name shall be permitted which includes the name of any company selling the following types of products: guns, tobacco, marijuana, vaping products or sexual products.

(8) No appeal rights. The decision is not a quasi-judicial matter and does not affect personal property rights. As such, the decision to name or rename a facility is not appealable and within the inherent discretionary authority of the City Commission.

(e) Implementation of a Naming Decision:

(1) The named facility shall be displayed with proper signage and identified by its full name in oral and written communications.

(2) All signage must be approved by Community Development or designee, which shall determine the size and location of signage.

(3) A brief biographical excerpt from the individual's accomplishments should be exhibited in a prominent place within the facility. A recognition plaque shall also be required.

(4) Should a donation be made on behalf of the naming right, or a corporate sponsor identified with funding, a designated fund may be established by the Finance Department for the maintenance of signage.

(f) Duration of Naming Privilege:

1. The Corporate Sponsor duration of a naming rights shall be for an initial period of ten (10) years from the date of installation of signage. And, may be extended for further 10 year periods. Additionally, for a corporate sponsor, the City Commission can negotiate a longer naming right period dependent upon the corporate, organizational sponsor's funding contribution to the City. Renaming of a Corporate Sponsor may occur earlier if the facility name is no longer in line with the criteria and guidelines of subsection (d)(7), as to the corporate sponsor's principals and management, or the corporate/organizational name utilized demeans the City in any way.

2. The renaming of facilities named after an individual person is strongly discouraged. However, the City Commission may choose to rename an existing facility if the facility name is no longer in line with the criteria and guidelines and/or demeans the City in any way, or if any of the conditions in subsection (d)(7) are impacted. If subsection (d)(7) is impacted, the City Commission can remove the name from the facility by a 3/5 vote. However, these conditions are not met, then a renaming would require a 4/5 vote of the City Commission to rename the facility.

(g) Termination:

(1) The City reserves the right to revoke any previously approved naming in the event information comes to light that detracts from the rationale used to justify the naming. See section (f) above.

(2) The City reserves the right to revoke any previously approved naming if the person subject to the naming privilege is subsequently convicted of a felony offense or any of the provisions of subsection (d)(7), above, would now apply to the name.

(3) If the naming rights are revoked then any donations or other money provided to the City to maintain, repair, or replace that sign shall be used to remove the signage and return the City property into its original condition. All remaining money may be retained by the City for its own use.

(4) Cross-reference with subsection (f) above as to naming and renaming conditions.

Res. 2-1042 --- 2-118.

* * *

Section 4. 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 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on March 28, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

ATTEST:

ELORA RIERA, MMC
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:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 6, OF THE CITY'S CODE OF ORDINANCES ENTITLED "BEACHES, PARKS, WATERWAYS AND RECREATION," TO AMEND THE TITLE AS FOLLOWS: "BEACHES, PARKS, WATERWAYS, RECREATION AND PARKING"; AMENDING ARTICLE II, ENTITLED "BEACH PARKING", TO "PARKING"; AND AMENDING SECTIONS: 6-32, ENTITLED "METHOD OF IMPOSING CHARGES; AND 6-33, ENTITLED "SCHEDULE OF CHARGES" TO AMEND PARKING PERMIT FEES APPLICABLE TO THE CITY GARAGE PARKING AREA; AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "TRAFFIC", ARTICLE III. ENTITLED "PARKING, STOPPING AND STANDING", DIVISION 3, ENTITLED "PARKING METERS" TO REFERENCE PARKING METERS/PARKING CONTROL TECHNOLOGY. *(Community Development)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

TX-027-23 Parking Garage 2nd Reading, O- 2023 - TX-017-23 Parking Garage Use Amendment, TX-027-23 Garage text and application



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

DATE: May 9, 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

Candido
Sosa-Cruz

Digitally signed by
Candido Sosa-Cruz
Date: 2023.05.01 11:21:03
-04'00'

SUBJECT: **TX-027-23:** The applicant, City of Dania Beach, is requesting a text amendment to the City's Code, to allow the public to use the City Hall parking garage (SECOND READING).

Request

The Community Development Department is requesting the City Commission allow the public to utilize the City Hall parking garage from the hours of 7am to 11 pm free of charge.

Background

In 2011 the City constructed a parking garage at the City Hall complex to accommodate the City Hall and Library patrons. The parking garage has a total of 440 parking spaces, we are required to reserve 125 parking spaces for the Library and currently have a lease with the adjacent hotel for 84 parking spaces as required by their site plan approval. With the recent interest in re-vitalizing and developing our downtown corridor many businesses are interested in relocating to Dania Beach.

Parking, or the lack of, has become a concern for many new and existing business owners. The City's parking garage is currently under-utilized and therefore the department is requesting the City Commission allow the public to use the parking garage during the hours of 7am to 11 pm. The parking garage will be monitored by our Beach Ranger staff to ensure the garage is well maintained and the city's parking rules are being enforced (ie: no overnight parking, no back-in parking, no commercial vehicles, etc.) The City will promote the public use of the City Hall Parking garage by placing public parking garage signage throughout the city.

Budgetary Impact

No budgetary impact on the City is related to this request.

Recommendation

Staff recommends the City Commission approve the proposed ordinance at second and final reading.

ORDINANCE NO. 2023-____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, OF THE CITY'S CODE OF ORDINANCES ENTITLED "BEACHES, PARKS, WATERWAYS AND RECREATION," TO AMEND THE TITLE AS FOLLOWS: "BEACHES, PARKS, WATERWAYS, RECREATION AND PARKING"; AMENDING ARTICLE II, ENTITLED "BEACH PARKING", TO "PARKING"; AND AMENDING SECTIONS: 6-32, ENTITLED "METHOD OF IMPOSING CHARGES; AND 6-33, ENTITLED "SCHEDULE OF CHARGES" TO AMEND PARKING PERMIT FEES APPLICABLE TO THE CITY GARAGE PARKING AREA; AMENDING CHAPTER 25 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "TRAFFIC", ARTICLE III. ENTITLED "PARKING, STOPPING AND STANDING", DIVISION 3, ENTITLED "PARKING METERS" TO REFERENCE PARKING METERS/PARKING CONTROL TECHNOLOGY; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2011, the City Commission created new provisions applicable to the City Hall Parking Garage; and

WHEREAS, Chapter 6 entitled" Beaches, Parks, Waterways and Recreation" also addresses Parking Fees and should be reflected in the title for ease of use and understanding by the community at large; and

WHEREAS, the City is seeking to authorize a parking fee in the City's Parking Garage located at City Hall; and

WHEREAS, the City is updating its parking fees and shall do so by Resolution; and

WHEREAS, Chapter 25, entitled "Traffic", Article III, entitled "Parking, Stopping and Standing", at Division 3 entitled "Parking Meters" is amended to reflect "parking meters/parking control technology" as the City may change the type of technology utilized for allowing people to pay the City's proposed parking fees in the future; and

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

Section 1. Chapter 6, of the City's Code of Ordinances entitled "Beaches, Parks, Waterways and Recreation", at Article II entitled "Beach Parking", is amended to read as follows:

CHAPTER 6
BEACHES, PARKS, WATERWAYS, AND RECREATION AND PARKING

. . .

ARTICLE II. BEACH AND PUBLIC PARKING GARAGE PARKING

. . .

Sec. 6-31. - Declaration of need for charge.

(a) Based on its past fiscal and financial experience, the city spends considerable sums of money in maintaining Dania Beach as a public use, public park, public beach and recreational area. Additionally, the city expends considerable sums of money in maintaining the parking garage facility at city hall. Such sums are expended for such direct costs as cleaning, maintaining and operating the parking garage, cleaning the beach area and recreational areas from food, trash and debris left by patrons of the area. In addition, the city has the daily responsibility and expense of cleaning the beach area from seaweed brought in by incoming tides. Also, the city has the expense of providing for lifeguards and the expense of providing for police protection to the area and the parking garage. The city has constructed various pavilions, benches, picnic tables, toilet facilities, and shower facilities, and is engaged in a continuous program of maintaining and updating such facilities.

(b) The city finds that, under its police power, it is obligated to make a charge to the patrons of both Dania Beach and the parking garage that will be reasonable and will have some reasonable relationship to the actual costs of maintaining each of the city's facilities. Expressly, the commission finds and determines that this article is adopted under the police power for the purpose of deriving sufficient revenues to pay the approximate costs of maintaining both the parking garage and Dania Beach. It is not the intent and purpose of this article that same be in the nature of a general revenue ordinance which will produce large profits for the city.

Sec. 6-32. Method of imposing charges.

The City eCommission finds that the only reasonable way to charge patrons for the use of Dania Beach is by the installation of parking meters/parking control technology at all city parking areas of Dania Beach ~~and a gate-arm parking system at the parking garage~~ as designated by the City manager. The operation of said such parking meters/parking control technology ~~and gate-arm~~

~~parking system~~ shall be governed by and subject to the provisions of Chapter 25, Article III, Division 3, entitled "Parking Meters/parking control technology."

Sec. 6-33. Schedule of charges.

~~(a) Dania Beach.~~ The ~~e~~City ~~e~~Commission has established ~~by resolution~~ the following parking fees to be charged to the owner or operator of each motor vehicle parking at any of the City of Dania Beach parking areas. ~~of the City. between the hours of 8:00 a.m. and 6:00 p.m. daily:~~

~~(1) There shall be a charge of one dollar fifty cents (\$1.50) for each hour or any fraction of an hour of parking time. This charge shall become effective October 1, 2007.~~

~~(2) Any resident of the City shall be exempt from the payment of charges as set forth in subsection (a1) hereinabove by obtaining a parking permit (sticker) from the City. The permit (sticker) shall be available from the City in the form of a decal, which must be affixed to the exterior lower left corner of the rear window of the vehicle, or if the vehicle is a convertible, it must be affixed to the left of the license plate on the rear bumper. The parking permits (stickers) shall be issued annually to correspond with the City's fiscal year, and a charge of forty five dollars (\$45.00) per year for a resident permit, plus Florida sales tax, shall be paid to the City for each such parking permit issued; provided, however, that any senior citizen resident who demonstrates to the City that his or her age is sixty five (\$65.00) or more, owns property in the City and resides in the City on a part time or full time basis shall be entitled to such a permit (sticker) upon payment of a fee of twenty five dollars (\$25.00), plus sales tax.~~

~~(b) Parking Garage:~~

~~The City commission establishes the following parking fees to be charged the owner or operator of each motor vehicle parking at the parking garage:~~

~~(1) After one (1) hour of free parking, there shall be a charge of one dollar (\$1.00) for each hour or any fraction of an hour of parking time. Persons conducting business at City Hall or the County Library (including Library employees) may have their parking validated by authorized employees of these establishments resulting in free parking garage use. There shall be a minimum charge of ten (\$10.00) dollars for any lost ticket.~~

~~(2) Any employee of a downtown City business establishment (which shall be defined as a business operating with a valid and active business tax receipt located within 440 yards of the City garage) shall have the option, in lieu of paying for hourly parking, to purchase a~~

~~monthly parking permit for parking of the employee's vehicle in the City garage after providing documentation of his or her current employment by a downtown business establishment and submission of a current vehicle registration and driver's license to City staff who will research and confirm the existence of the business tax receipt, registration and license before issuing a parking garage permit. The parking garage permit shall be available from the City in the form of a decal, which must be affixed to the exterior lower left corner of the rear window of the specified individual's vehicle, or if the vehicle is a convertible, it must be affixed to the left of the license plate on the rear bumper. The permits shall be issued by the Finance Department and a charge of forty five dollars (\$45.00) per month or any part of a month for a garage permit, plus Florida sales tax, shall be paid to the City for each such permit issued. Any senior citizen resident who demonstrates to the City that his or her age is sixty five (65) or more, owns property in the City and resides in the City on a part time or full time basis shall be entitled to such a permit upon payment of a fee of twenty five dollars (\$25.00) per month or any part of a month, plus sales tax.~~

- ~~(3) City Administration may direct and authorize that City garage parking be made available at no charge for a period of forty five (45) minutes before and thirty (30) minutes following the completion of public meetings scheduled and conducted by the City.~~
- (4) (b) There shall be no overnight parking allowed in the garage, at any of the City of Dania Beach parking areas. The City Administration shall monitor and enforce this prohibition through its review and ticketing of parked vehicles. The City may also have any such vehicle removed from the garage any of the City of Dania Beach parking areas by towing it.
- (c) The word "resident," as used in this section, shall mean a person who lives in the City and ~~who submits a copy of a current Florida motor vehicle registration or a true copy of an existing fully executed lease agreement for a motor vehicle registered in Florida to verify the owner/applicant's name, and, in addition, a current utility bill or voter's registration card in the same name and showing a Dania Beach address. If the applicant provides a motor vehicle registration showing registration outside of the state, the permit fee for the Dania Beach permit shall be sixty five dollars (\$65.00), plus sales tax, unless the person qualifies for the twenty five dollar (\$25.00) Dania Beach permit specified above. If the applicant is a lessee of the motor vehicle to which the permit (sticker) is to be affixed,~~

~~such lessee, after proof of City residency has been demonstrated to the City, shall pay an additional sum of twenty dollars (\$20.00) for the Dania Beach permit at the time of issuance return of the permit (sticker) which remaining full month's permit charge sum shall be returned to the lessee, without interest, upon return of the Dania Beach permit (sticker) to the City clerk finance department The owner of a business located in the City shall be issued one (1) parking permit upon payment of such fee and by presenting a copy of the business tax receipt issued to such business and a copy of the motor vehicle registration form to show that both were issued in the same name.~~

~~* * *~~

Section 2. Chapter 25, of the City's Code of Ordinances entitled "Traffic", Article III entitled "Parking, Stopping and Standing", at Division 3 entitled "Parking Meters" is amended to read as follows:

Chapter 25

TRAFFIC

ARTICLE III.

PARKING, STOPPING AND STANDING

DIVISION 3. PARKING METERS/PARKING CONTROL TECHNOLOGY¹

Sec. 25-85. Authority to determine metered parking/parking control technology zones.

The city manager is hereby authorized to determine and designate metered parking/parking control technology zones and to install and maintain upon any of the designated streets, or parts of streets and other municipal property, as many parking meters/parking control technology as necessary in said metered/parking control technology parking zones, where it is determined that the installation of parking meters/parking control technology shall be necessary to aid in the regulation, control and inspection of the parking vehicles.

Cross reference(s)—Enforcement generally, § 25-71 et seq.

¹ In this Division 3, every reference to "metered parking", metered lot, metered space shall include the term "parking control technology, as the City may change the technology but the meaning remains the same, the authority of the city to charge a fee for parking at certain public places, including the City's beach, on street parking, and the City's parking garage.

Sec. 25-86. Paying for parking by use of appropriate coins, currency or credit or debit card; time restrictions; parking within metered space or metered lot.

- (a) When a parking control device commonly known as a parking meter/parking control technology or multi-meter device is erected adjacent to, in front of or in the vicinity of a particular parking space or lot within the city or within a city parking lot, no person shall stop, stand or park a vehicle in that metered/parking control technology parking space or lot without paying the appropriate U.S. coin(s), currency or making a payment by credit or debit card for the amount of parking time desired.
- (b) Unless notice to the contrary is posted in the metered parking lot or on the parking meter/parking control technology, meters within the city shall be enforced every day. The city manager may restrict the maximum length of time that any individual vehicle may remain in a particular metered space/parking control technology or parking lot, whether or not a coin, currency or credit or debit card is used for payment and notice of such restrictions shall be posted on the meter or on a parking control device in the vicinity of the meters, to which such a restriction applies.
- (c) It is prohibited to back a vehicle into any marked parking space in a metered space/parking control technology or metered lot. Every vehicle shall be parked wholly within a marked parking space with the front end of such vehicle immediately in front of or adjacent to the curb or parking wheel stop for such space, as provided by the pavement markings.

Sec. 25-87. Violations.

It shall be a violation of this section to:

- (a) Park a vehicle in any metered parking space without paying appropriate U.S. coin(s) or currency in the meter and activating the meter mechanism or, when applicable, fail to display a valid parking permit in the vehicle when parked in the beach parking lot or parking garage;
- (b) Allow a vehicle to remain parked in a metered/parking control technology parking space or in a metered city parking lot for a period of time longer than the maximum time allowed by a parking control device erected pursuant to section 25-86(b);
- (c) Pay or attempt to pay into any parking meter anything other than lawful U.S. coin(s) or currency;
- (d) Remove, deface, tamper with, open, willfully break, destroy or damage in any way any parking meter or parking control device, or to tamper with the mechanism for timing such parking for the purpose of prolonging such time.

Sec. 25-88. Overtime parking.

If any vehicle remains parked in any metered/parking control technology parking space or in a metered city parking lot beyond the time period allowed due to the payment of U.S. coins or currency, such vehicle shall be considered parked overtime and a citation may be issued. The parking of a vehicle in excess of the allotted time period in any part of a street or city parking lot where any such meter or device is located shall be a violation of this section. A subsequent citation may be issued for each violation of the time limits provided on the legend of the meter or the

permit. The fact that a citation has been issued for a vehicle parked overtime shall not prevent enforcement personnel from issuing a subsequent citation; for example, a citation may be issued every two (2) hours at a two-hour time limited parking space for a vehicle that remains parked overtime.

Sec. 25-89. Presumptions of overtime parking and operation of vehicle.

The fact that the time device on any parking meter/parking control technology is not in operation shall be presumptive evidence that the person who parked the vehicle then found standing in the parking space adjacent to such meter failed to deposit money as required therein; or has permitted the vehicle to remain in such parking space for a period of time greater than that permitted for the money deposited. The indication by such meter of illegal parking shall be presumptive evidence of overtime parking.

The failure to display in the front window on the driver's side of the parked vehicle a valid parking permit issued by a multi-meter device, when applicable, shall be presumptive evidence that the person who parked the vehicle then found parked in a parking space in a city parking failed to deposit U.S. money as required or has permitted the vehicle to remain in such parking space for a period of time greater than that permitted for the money deposited. The failure to display a valid parking permit in a vehicle parked in parking areas or lots in which multi-meter parking devices are used shall be presumptive evidence of overtime parking.

Any overtime violation under this division shall raise the presumption that the vehicle involved was operated by the person in whose name such vehicle was registered

Secs. 25-90—25-94. Reserved.

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

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

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____, 2028.

ATTEST:

ELORA RIERA, MMC
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: 03/20/2023

Petition No.: TX-027-23

(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: Text Amend to City Hall parking garage use.
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*)

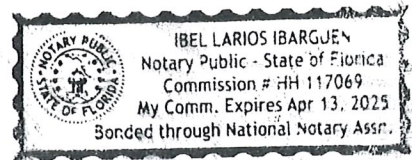
BEFORE ME THIS 22nd DAY OF March, 20 23

By:

Eleanor Norance
(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.***

**CHARTER REVIEW BOARD
MEMBERSHIP
Wednesday, May 03, 2023**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
A.J. Ryan III 700 East Dania Beach Boulevard 3 rd Floor Dania Beach, FL 33004 954-608-3309 aryan@ryanlawfl.com	March 14, 2023		Ryan
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954.927.7161 954-404-8252 luis@stagedrightevents.com	March 14, 2023		Lewellen
Mimi Donly 354 SE 6 th Street Dania Beach, FL 33004 954-294-1700 Mimi.donly@aol.com	March 14, 2023		Davis
Kemula Wright 21 NW 1st Avenue Dania Beach, FL 33004 561-579-8967 kemwrightrealtor@gmail.com	April 25, 2023		James
Jennifer Harley 606 NW 8th Street Dania Beach, 33004 954-789-9804 Jaylaw321@gmail.com	March 28, 2023		Salvino
Bob Lizana 205 SE 4th Street Dania Beach, FL 33004 954-579-1161 boblizana@gmail.com	April 25, 2023		At Large

**CHARTER REVIEW BOARD
MEMBERSHIP
Wednesday, May 03, 2023**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Morris Stowers 829 NW 9th Avenue Dania Beach, FL 33004 954-347-4596 stowerm1@yahoo.com	April 25, 2023		At Large
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	April 25, 2023		At Large Alternate
Gloria Black 802 Northwest 3rd Street Dania Beach Florida 33004 (954) 608-9305 gblack58@outlook.com	April 25, 2023		At Large Alternate
			At Large Alternate



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 9, 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

The week of May 1st, we concluded the interviews for the Communications/ Marketing Director position. Kudos to our HR Team and the selection Committee for all the details and work that went into this endeavor. A selection will be made no later than the week of May 8th. We are extremely excited to enhance the marketing for our City, Dania After Dark, and augment our Communication and Information for our Community. Additionally, as we plan our 120th Birthday Celebration, we will explore various options for our logos. See attached examples that the Miami Heat use.

We are always looking to provide enhanced benefits for our City Team and to bring the Team together with events such as our 1st annual employee picnic, having annual health fairs and trainings, and now we have our 1st biannual employee newsletter (see attached copy of the newsletter). A total Team effort led by our HR Team and all our departments.

We are currently working on a Community Newsletter that will go out every September to all our residents and City Businesses. This year we will feature great stories such as the comeback of Dania After Dark, key groundbreaking events such as Lucky Fish, and City Place! We will also feature Ribbon Cutting events! We look to inform our residents on Park projects as well as Drainage projects and enhancements on infrastructure, landscaping projects, etc.

The week of May 1st, the Army Corps of Engineers finished our Beach nourishment project. This endeavor was very much needed! We will continue to work with them and any and all agencies to position our Beach for these projects that enhance our Beach at no cost to our City!

I had a conference call with the Office of the County Administrator, Mónica Cepero, and we have positioned our City to host a FEMA mobile unit to work with our residents and local businesses to assist them in jump starting the recovery efforts. Deputy City Manager Cándido Sosa-Cruz is the point person

for this endeavor. We are on a waiting list, and we are ready to go once contacted.

We continue our preparations for Hurricane season, and we have ordered our sandbags to be ready for distribution. We are augmenting our equipment such as Vac Trucks and Pumps. Additionally, once we receive the pricing documents for the trucks we are looking into, we will come forward with another agenda item for your approval.

This past week, I received a call from Tallahassee with Rana Brown and Kelly Mallet from the Ron Book Team, that both our projects were fully funded in the House and in the Senate! These projects are the SW 52nd Street Stormwater Project and the Fire Rescue Command Center and Training Facility at Station 1. The total funding for these two projects is \$1 million dollars. Very excited and optimistic, however the Budget is final once the Governor signs.

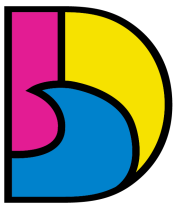
SOCIAL MEDIA



CORPORATE PARTNERS



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[Privacy Statement](#) | [Terms of Use](#) | [Do Not
Sell My Personal Information](#)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DANIA BEACH SPOTLIGHT



April 2023

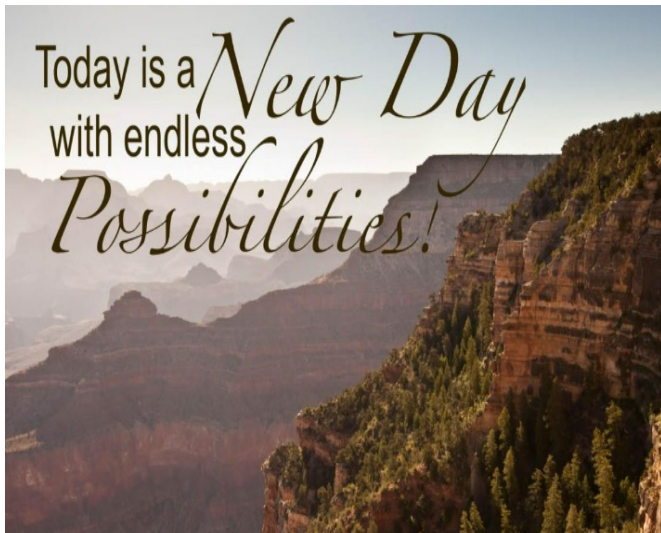


A message from our City Manager



Ana M. Garcia, ICMA-CM

This March, I celebrated my 4th year as the City Manager for the great City of Dania Beach! Every day I am extremely grateful and honored for the opportunity to serve! To accept a position in Public Service is to embrace a calling, a mission of sorts! Oftentimes throughout the course of our career, particularly during challenging times we must examine our hearts, reflect, look in the mirror, and make sure we remember our purpose as Public Servants. Before, during, and after this 1 in a 1,000-year storm, I witnessed again, as I have done so many times, what an amazing Team of Public Servants make up Team Dania Beach! Thank you for your passion, dedication, and endurance. Keep Rising, for you're truly making a difference!



The Man in the Arena

“It is not the critic who counts;
not the man who points out how the strong man stumbles,
or where the doer of deeds could have done them better.
The credit belongs to the man who is actually in the arena,
whose face is marred by dust and sweat and blood;
who strives valiantly; who errs, who comes short again and again,
because there is no effort without error and shortcoming;
but who does actually strive to do the deeds;
who knows great enthusiasms, the great devotions;
who spends himself in a worthy cause;
who at the best knows in the end the triumph of high achievement,
and who at the worst, if he fails, at least fails while daring greatly,
so that his place shall never be with those cold and
timid souls who neither know victory nor defeat.”

- Theodore Roosevelt

A Walk in the

PARKS & RECREATION

Dania Beach Department of Parks and Recreation had an extraordinary 2022.

Many events were brought to the local community, such as the Easter Egg Hunt at Frost Park, Hello Summer at PJ Meli Aquatics Complex, Fall Festival at CW Thomas Park, and The Tree Lighting at City Hall.

We hope you can join us for the 2023 events!



All City of Dania Beach team members can utilize the gym at CW Thomas or Frost Park for FREE.

Dania Beach
SEA IT. LIVE IT. LOVE IT.

**Frost Park - 300 NE 2nd St.
CW Thomas - 100 NW 8th Ave.**

**DANIA BEACH
EMPLOYEE
SUMMER
CAMP**

Ages
5 to 12

JUNE 12th - AUGUST 11th, 2023 | 7:30 AM - 5:30 PM
(5 for pick up between 5:30pm - 6:00pm)

\$360 RESIDENT | \$435 NON-RESIDENT
(Discount for 2 or more children in family, up to 3)

**REGISTRATION IS IN PERSON - April 22nd @ 8:00am at
Frost Park & CW Thomas Park!**

Must bring all necessary supporting documents for registration.

Spaces are limited!

**Prices listed above reflect the 25% discount as listed in the employee personnel policy manual



Please join us in Congratulating Bryshawn Williams for becoming a Full Time Recreation Assistant at Frost Park.

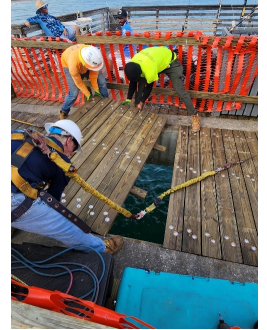
25% DISCOUNT FOR ALL TEAM MEMBERS

IT IS ALL ABOUT THE PUBLIC SERVICES



Our Department is proud to announce the following projects around our Community:

Pier Refurbishing Project: The full refurbishing of this major feature of Dania Beach's "jewel" - its beautiful beach- is well underway and expected to be completed in the early fall. Included in the improvements will be new surface decking, railings, lighting, concrete structure repairs, as well as upgraded electrical wiring. Users of the popular pier will soon be able to fully enjoy a safer, more attractive, updated facility year-round.



Griffin Road Landscaping Improvements:

This highly visible project has recently been completed in collaboration with the Florida Department of Transportation. The median landscaping along the nearly 3-mile corridor from Interstate 95 to State Road 7 has been fully refurbished with colorful shrubs, new groundcover plants, and various species of trees and palms as part of the city's Citywide Landscape Master Plan. It will be followed by improvements to the other major corridors.

Drainage Projects:

Public Services has overseen the completion of significant neighborhood drainage projects at **SW 37th Terrace** (near Stirling Road) and is currently in the final stages of completing the **SW 54th Court** close to SW 40th Avenue. These projects, as well as upcoming ones, will greatly benefit the safety, health, and quality of life of Dania Beach residents AND visitors.



AROUND OUR COMMUNITY DEVELOPMENT

Community Development encourages and coordinates sustainable growth of the City and promotes well-designed development through sound planning principles that focus on livability, urban revitalization, and historic preservation.

Our Building Division is responsible for all permitting efforts in the City. Building services provide records, issue permits, and perform building inspections. A major focus of the division is to ensure that commercial and residential buildings and structures comply with the Florida Building Code (FBC) and all other applicable laws and ordinances.

As our beautiful City grows and moves forward into a sustainable future, we are here to help ensure that our neighborhoods and properties continue to shine. Our purpose is to assure compliance through education with zoning ordinances and other code sections that are related to private property used to address health, safety, property, preservation, and community enhancement.

Our new Beach Ranger team supports the enhancement and protection of our beaches. A major focus of this team is to monitor the conditions of our marina, beaches, City structures, and parking areas to ensure the City is pristine.

Meet some of the Members of our Team

Beach Rangers



SPO



Code



City Hall Roundabout

FROM THE OFFICE OF THE CITY MANAGER



AN IMPORTANT NOTE FROM OUR FINANCE DEPARTMENT

Update your W-4

Upon employment, you complete Form W-4 so that the City can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes. Many people choose a withholding that takes more taxes from their biweekly paycheck and provides them with a tax refund every year. If your tax return indicates that you owe taxes, you can withhold more each paycheck so that you owe less, break even, or are owed a refund. Your tax professional can help you determine the appropriate withholding for your personal situation.

**Go to Employee Self Services to submit changes to your W4.*

Meet some of the Members of our Team



OFFICE OF THE CITY CLERK



Meet Our New City Clerk

Elora Riera comes to us with over ten years of experience working in the Clerk's Office with the City of Miami Springs, Surfside, and most recently with North Bay Village, where she served as the Village Clerk.



UPDATES AND UPGRADES TO OUR BUILDING



HUMAN RESOURCES



WHAT'S HAPPENING?

Meet the Members of our HR Team



JOIN OUR EMPLOYEE REFERRAL PROGRAM



REFER A FRIEND & EARN \$300

Program Rules:
Applicants **MUST** list your name on their Employment Application when they apply for open positions.
You and your referral must be employed at the time of payouts.

Payment Schedule:
• \$100 upon hire
• \$100 after 90 days
• \$100 after successful completion of the probationary Period



Career Opportunities

We are always looking for top-quality talent like YOU to join our team! If you know of someone who would be a great fit, please refer them to us.

JOIN OUR DANIA BEACH TEAM



now hiring



GREAT BENEFITS

- Supportive Workforce & Management Team
- Hybrid Work Schedule (most admin positions)
- 12 Paid Holidays
- Floating Holiday & Personal Days (FT only)
- Sick & Vacation Time
- Medical, Life Insurance, Disability, Credit Protection Plans (FT only)
- Florida Retirement System Pension Plan
- 3% City Match - 457 Plan
- Professional Development
- Part-time positions offer pension plan and do not pay social security
- Free Gym Membership
- Child Care Discounts

Benefits may vary by type of position and status.

APPLY NOW



954.924.6819



daniabeachfl.gov/careers



One of the best ways to enhance your knowledge and skills is through training and development.

We currently provide our team members with lots of opportunities to improve different professional skills.

Please visit our **Intranet** to see our **2023 Training Schedule**. Be sure to take advantage of all the possibilities.



2023 WELLNESS FAIR



OUR WELLNESS FAIR FOR 2023
WAS EXTREMELY SUCCESSFUL!



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



New Additions to our DB Team

Angela Spencer	Accounting Specialist
Ann Mierez	Deputy HR Director
Antiniquia L McCutcheon	Recreation Assistant (PT)
Cedric Roberson	Water Meter Reader
Charles Edge	Fleet Mechanic II
Charles William Haney	Beach Ranger FT
Evan Karge	Recreation Assistant (PT)
Joe Jackson	Park Custodian (PT)
Lavonne Colston	Recreation Assistant (PT)
Nicholas Sanchez	Lifeguard - On Call
Ninoska Rodriguez	Risk Management and TA Specialist
Rossana Goitia	Recreation Assistant (PT)
Samantha Parish	Coordinator, Farm and Market

So far, we have completed two more successful Onboarding sessions. We would like to take this opportunity to thank you all for your participation and continued support of our new hire onboarding initiatives and for sharing valuable information with our new hires. The feedback received from the participants was fantastic!



Welcome Back!



Ricky Ali
Code Compliance Officer



Yeimy Guzman
Deputy, Finance Director

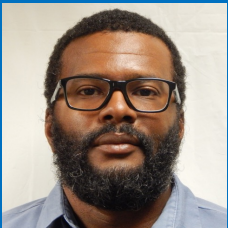


Yamil Lobo
Fleet Manager



2022-2023 Moving On Up!

Please join us in Congratulating the following team members on their accomplishments!



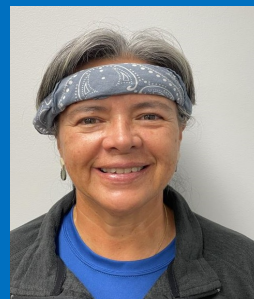
Willis Washington
Lead Worker, Utilities



Viviana Batista
Sr. Manager,
Planning & Zoning



Sherry Pecoraro
Supervisor, Utilities,
Billing, and Customer
Service



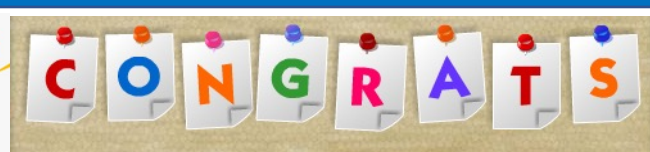
Biancamaria Bacarossi
Lead Coordinator, CRA



Megan Jelaso
Revenue Accountant



Logan Peirce
Facilities Foreman



SERVICE AWARDS

every year counts.



35 Years of Service		10 Years of Service		Five Years of Service		Five Years of Service	
Louis	Brown	Frank	Perez	Justin	Rumbaugh	Thomas	Masters
25 Years of Service		Anastacia	Hughes	Kha	White Davis	Logan	Peirce
Donial	Mchellon	Alice	Henley	Donovan	Dana	Sonia	Arango
Ahmad	Thomas	Thomas	Schneider	Timothy	Gaither	Carl	Kallicharan
Dale	Francis	Megan	Jelaso	William	Boyle	Adam	Segal
20 Years of Service		Barbara	Urow	Rickey	Dotson	Anson J.	Westberry
Tammie D	James	Kathleen	Weekes	Cory	Jolly	Monica M	Terrazas
Willis B	Washington Jr	Nathan	Costa	Murray	Steiner	Rachel	Icenhour
Darren D	Greene	Rachelle	Lawson	Katia	Bordy	Taneisha	Gaines
Mitchell V	Grant	Jonathan	Hernandez	Douglas	Guzman	Gabriel	Martinez
Jose F	Salgado	Michael	Huck	Tamara	James	Windy	Damis
Terry	Peterson	Richard	Rodriguez	Cherie	Sheley	Lori	Adams
15 Years of Service		Michael S	Rodriguez	Tamara	Drummond	Sherry	Pecoraro
Leonard H	Perry	Michael J	Vasta	Harold	Rodriguez	Eleanor	Norena
Rodrick	Brown	Cyrus	Writer	Rafael	Acosta	Tommy	Baldie
Jerrylyn	Cross	Antoine	Johnson	Cokenya D	West		
Eric J	Walton	Kala F	Gardner	Anthony	Ifedi		
Corry G	Taylor	Marlon	Zapata	Willie	Spencer		
Christine A	Lottier						
Deon T	White						
Leslie	Lavat						
Janice L	Saunders						
Tania A	Stevens						
Corinne A	Lajoie						

We sincerely appreciate your hard work and efforts year after year. Thank you for your many wonderful years of service



(As of January 1, 2023)
Every January we will award Pins for service completed in the previous year, in 5-year increments.





GREAT BENEFITS



HEALTH BENEFITS

- Medical, Dental, Vision and pre-tax Flexible Spending Account (FSA) coverage for the whole family
- City paid Life Insurance, Short and Long-term disability plans
- Voluntary pet insurance
- Dependent Care FSA available
- High Deductible Health Plan Option with City Paid Health Savings Account (HSA)
- Other Medical Benefit Opt-Out payment option (in addition to base pay)
- Many other Voluntary Benefits



FINANCIAL PERKS

- Future Base Salary Increases: 2023-2024 - 7% and 2024-2025 - 6%
- Florida Retirement System Pension Plan *
- Deferred Compensation 457 3% City Match *
- FICA Alternative: Part-time positions do not pay Social Security and money deposited into portable retirement account *
- City subsidized health Insurance upon regular retirement
- City paid credit protection



PAID TIME OFF

- 12 City paid Holidays *
- 1 Floating Holiday
- Sick Time and Vacation Time *
- Cash out option for Vacation time *
- Personal Days and Safety Day
- Religious Day conversion
- Volunteer Time

AND MUCH MORE

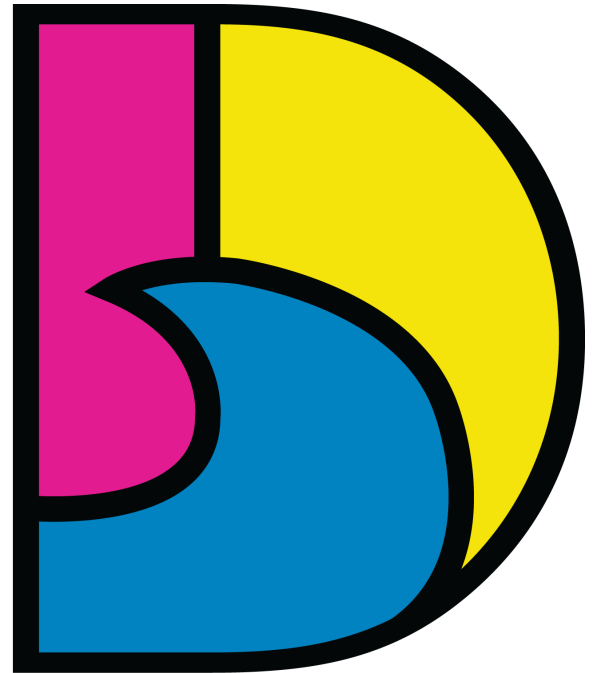
- Supportive Workforce & Management Team
- Hybrid Work Schedule (most admin positions)
- Professional Development Opportunities
- Tuition Reimbursement
- Free Gym Membership
- Summer Child Care discounts

Benefits may vary by type of position and status

* Includes Part Time Positions

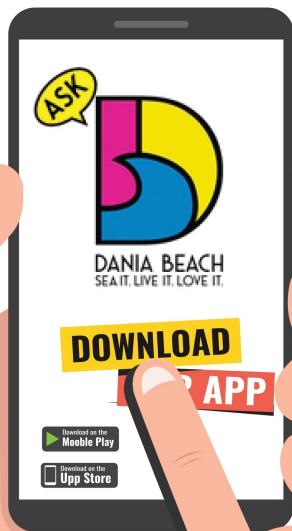


**RESPECT, INTEGRITY,
STANDARD OF EXCELLENCE**



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to report flooding, water utility,
street lights, sidewalks, parking,
public facilities and citizens'
concerns to City staff.
Download the app now.**





Hearing Agenda Report

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2017-00001473	Active C	H-CONFIRMATION - Confirmation Hearing	121 NW 4 AVE	RICHARD JUDGE JR	Christina Caserta
2022-00000044	Active C	H-EXTENSION - Extension Hearing	716 SW 9 ST	MATTHEWS-ALLISON, JHENELL R	Anson Westberry
2022-00000244	Active P	H-EXTENSION - Extension Hearing	26 SE 13 TER	MM 26 SE 13 LLC	Anson Westberry
2022-00000248	Active P	H-EXTENSION - Extension Hearing	235 SE 1 ST	MM 27 SE 1 LLC	Anson Westberry
2022-00001068	Active C	H-ABATEMENT - Abatement Hearing	SE PARK ST	VED GROUP LLC	Anson Westberry
2023-00000030	Active C	H-FIRST HEARING - First Hearing	314 SE 3 ST	4 GLOBAL ENTERPRISES LLC	Anson Westberry
2023-00000032	Active P	H-FIRST HEARING - First Hearing	34 SE 3 TER	SMKB DESIGN & DEVELOPMENT INC	Anson Westberry
2023-00000033	Active C	H-FIRST HEARING - First Hearing	413 SE 3 TER	ECHAVE, MARIA L	Anson Westberry
2023-00000043	Active C	H-FIRST HEARING - First Hearing	422 SE 10 ST	MEADOWBROOK LAKES SEC C RECREATION CENTER INC	Anson Westberry
2023-00000051	Active P	H-FIRST HEARING - First Hearing	34 SE 3 TER	SMKB DESIGN & DEVELOPMENT INC	Anson Westberry
2023-00000200	Active C	H-FIRST HEARING - First Hearing	714 SE 3 CT	PAVEL VOLOTCHKO	Anson Westberry
2023-00000218	Active C	H-FIRST HEARING - First Hearing	37 S FEDERAL HWY	KODNER GALLERIES INC	Anson Westberry
2023-00000358	Active P	H-FIRST HEARING - First Hearing	222 N FEDERAL HWY	IELC LAND TR MEDINA, A & MEDINA, C TRSTEEES	Anson Westberry
2023-00000450	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	314 SE 3 ST	4 GLOBAL ENTERPRISES LLC	Anson Westberry
2023-00000451	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	402 SE 4 TER	GIORDANO, AMARON JOHN H/E GIORDANO, JOHN JOSEPH	Anson Westberry
2022-00001455	Active C	H-FIRST HEARING - First Hearing	241 NW 5 AVE	SALAZAR, MARIA	Christina Caserta
2023-00000015	Active C	H-FIRST HEARING - First Hearing	36 S FEDERAL HWY	DANIA CANTERBURY L P	Christina Caserta



Hearing Agenda Report

2023-00000027	Active P	H-FIRST HEARING - First Hearing	121 NW 4 AVE	JUDGE, RICHARD JR	Christina Caserta
2023-00000060	Active C	H-FIRST HEARING - First Hearing	204 MONROE UDELL ST	ALOUSH 1777 LLC	Christina Caserta
2023-00000124	Active P	H-FIRST HEARING - First Hearing	525 SW 1 ST	KOZAILY, PIERRE MOUAWAD, CHARBEL	Christina Caserta
2023-00000141	Active C	H-FIRST HEARING - First Hearing	37 S FEDERAL HWY	KODNER GALLERIES INC	Christina Caserta
2023-00000175	Active C	H-FIRST HEARING - First Hearing	50 S BRYAN RD	RJ MARINA HOLDINGS LLC	Christina Caserta
2023-00000188	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	1329 NW 10 ST	BLACKWELL, DERRICK & LOCIANNA	Christina Caserta
2023-00000277	Active C	H- FIRST HEARING – FIRST HEARING	110 NW 1 ST	DANIA WAREHOUSE 110 LLC	Christina Caserta
2018-00001294	Active C	H-ABATEMENT - Abatement Hearing	4533 SW 51 ST	EW LESA LLC	Ricky Ali
2018-00001307	Active C	H-ABATEMENT - Abatement Hearing	4480 SW 51 ST	EW LESA LLC	Ricky Ali
2020-00000181	Active C	H-EXTENSION - Extension Hearing	4500 SW 34 AVE	MARK LAROCCA	Ricky Ali
2022-00000018	Active C	H-EXTENSION - Extension Hearing	4485 SW 51 ST	DONGAL INVESTMENTS LLC	Ricky Ali
2022-00000217	Active P	H-EXTENSION - Extension Hearing	2051 GRIFFIN RD	2051 GRIFFIN ROAD LLC	Ricky Ali
2022-00000560	Active P	H-EXTENSION - Extension Hearing	1500 FLORIAN DR	1500 FLORIAN DRIVE LLC	Christina Caserta
2022-00000879	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 102	SNYDER, ORIT	Ricky Ali
2022-00000880	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 101	KFIR INVESTMENTS LLC	Ricky Ali
2022-00000881	Active P	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 103	ZAFIR, MEIR ZAFRI, MICHELLE ALYSE	Ricky Ali
2022-00000882	Active P	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 104	ISLA VERDE 2 CORP	Ricky Ali



Hearing Agenda Report

2022-00000883	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 105	OFEK MATAN	Ricky Ali
2022-00000884	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 106	ISLA VERDE 2 CORP	Ricky Ali
2022-00000885	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 201	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	Ricky Ali
2022-00000886	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 202	OAK OF DE LLC	Ricky Ali
2022-00000888	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 204	MIDA REAL ESTATE SOLUTIONS	Ricky Ali
2022-00000889	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 206	SNW INVESTMENT LLC	Ricky Ali
2022-00000890	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 205	ISLA VERDE 2 CORP	Ricky Ali
2022-00001162	Active P	H-EXTENSION - Extension Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOR LLC	Ricky Ali
2022-00001231	Active C	H-FIRST HEARING - First Hearing	5300 SW 40 AVE	MAIMONIDES SHALOM ACADEMY INC	Ricky Ali
2022-00001405	Active P	H-EXTENSION - Extension Hearing	325 PHIPPEN RD	BENNETT, IVY SAMANTHA	Michelle Shahryar
2023-00000028	Active C	H-FIRST HEARING - First Hearing	602 S FEDERAL HWY	DANIA BEACH COMMERCIAL PROPERTIES LLC	Michelle Shahryar
2023-00000062	Active P	H-FIRST HEARING - First Hearing	202 SW 2 TER	EPIPHANY INVESTMENT GROUP LLC	Michelle Shahryar
2023-00000171	Active P	H-FIRST HEARING - First Hearing	800 PHIPPEN RD	ST PIERRE, ROSAIRE	Michelle Shahryar
2023-00000344	Active P	H-RECURRING - Recurring Hearing	731 SW 6 ST	REFUSE, NATALIE	Michelle Shahryar
2023-00000418	Active C	H-RECURRING - Recurring Hearing	224 SW 14 ST	GREAT MIAMI REAL ESTATE	Michelle Shahryar
2021-00000622	Active P	H-CONFIRMATION - Confirmation Hearing	104 NE 2 ST	GAO, YUNQING	Ricky Ali
2023-00000100	Active C	H-FIRST HEARING - First Hearing	3909 SW 54 CT	MURRAY, JOHN D & REBECCA M	Ricky Ali



Hearing Agenda Report

2023-00000104	Active P	H-FIRST HEARING - First Hearing	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	Ricky Ali
2023-00000112	Active C	H-FIRST HEARING - First Hearing	4434 SW 59 CT	4434 SW 59 LLC	Ricky Ali
2023-00000131	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	5850 SW 37 AVE	STERLING 21 PARTNERSHIP INC	Ricky Ali
2023-00000133	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	5870 SW 37 AVE	GOLDSTEIM, AVIGAYIL FISH, JOSHUA	Ricky Ali
2023-00000452	Active C	H-FIRST HEARING - First Hearing IRREPARABLE	4875 SW 41 AVE	ZDROYEVSKI, MAAYAN	Ricky Ali
2019-00000645	Active P	H-CONFIRMATION - Confirmation Hearing	224 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Michelle Shahryar
2022-00000315	Active C	H-CONFIRMATION - Confirmation Hearing	110 NW 1 ST	DANIA WAREHOUSE 110 LLC	Christina Caserta
2022-00000364	Active P	H-CONFIRMATION - Confirmation Hearing	230 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Michelle Shahryar
2022-00000979	Active C	H-EXTENSION - Extension Hearing	37 SW 6 AVE	ZATTIERO, AURA	Christina Caserta
2017-00000004	Active C	H-EXTENSION - Extension Hearing	301 SW 12 AVE	FREDERICK B GRANT	Windy Damis
2021-00001874	Active P	H-CONFIRMATION - Confirmation Hearing \$47050.00 Fine Amount	121 NW 4 AVE	JUDGE, RICHARD JR	Windy Damis
2022-00001471	Active C	H-EXTENSION - Extension Hearing	4931 SW 27 AVE	BIO36 LLC	Windy Damis
2023-00000105	Active C	H-FIRST HEARING - First Hearing	191 SW 20 WAY	AARONS WINDOW TREATMENTS INC,	Windy Damis
2023-00000130	Active P	H-FIRST HEARING - First Hearing	5201 SW 28 TER	5201 SW 28 TER LLC % SHMUEL CHANIN	Windy Damis