

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 13, 2023 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION
OF THE CITY OF DANIA BEACH, FLORIDA:

INDIVIDUALS WHO WISH TO MAKE ANY "CITIZEN'S COMMENTS" UNDER THAT PORTION OF THE CITY COMMISSION AGENDA, OR WHO OTHERWISE WANT TO ADDRESS THE CITY COMMISSION, MUST FIRST BE REGISTERED WITH THE CITY CLERK (FORMS ARE AVAILABLE OUTSIDE OF THE CITY COMMISSION CHAMBERS AND MUST BE GIVEN TO THE CLERK BEFORE THE MEETING). OTHERS WHO WANT TO ADDRESS THE COMMISSION ON ANY MATTERS MUST FIRST BE RECOGNIZED BY THE MAYOR. ALL SUCH PERSONS MUST USE THE PODIUM IN THE COMMISSION CHAMBER. NO MORE THAN ONE PERSON AT A TIME MAY ADDRESS THE COMMISSION FROM THE PODIUM. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

NO INDIVIDUAL SHALL MAKE ANY SLANDEROUS OR UNDULY REPETITIVE REMARKS, OR ENGAGE IN ANY OTHER FORM OF BEHAVIOR THAT DISRUPTS OR IMPEDES THE ORDERLY CONDUCT OF THE MEETING, AS DETERMINED BY THE MAYOR. NO INDIVIDUAL MAY SPEAK DIRECTLY TO OR ADDRESS THE MAYOR, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OF OR OPPOSITION TO A SPEAKER OR HIS OR HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE PERMITTED IN THE COMMISSION CHAMBER.

IF ANY PERSON'S CONDUCT AS DETERMINED BY THE MAYOR IS FOUND TO BE DISRUPTIVE OR INTERFERES WITH THE ORDERLY CONDUCT OF THE MEETING, THE PERSON MAY BE ASKED BY THE MAYOR TO LEAVE THE COMMISSION CHAMBERS; IF THE PERSON DOES NOT LEAVE AND THE CONDUCT PERSISTS, THE CITY POLICE DEPARTMENT WILL BE REQUESTED TO ESCORT THE INDIVIDUAL FROM THE CITY COMMISSION CHAMBERS.

ALL CELLULAR TELEPHONES ARE TO BE SILENCED DURING THE MEETING. ALL PERSONS EXITING THE COMMISSION CHAMBER SHALL DO SO QUIETLY. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Years of Service Award – Captain Marks - *City Manager*
- 2. Sheriff Tony Swearing in of Dania Beach District Chief Jason Tarala
- 3. Dania Beach Property Values - Broward County Property Appraiser

4. Discussion of Interlocal Agreement for Solid Waste Disposal and Recycling Material Process Authority by Broward League of Cities President, Bob Mayersohn - *Public Services*
5. Presentation of the FY2021-22 Annual Comprehensive Financial Report (ACFR) by Chief Financial Officer Frank DiPaolo and Keefe McCullough CPAs - *Finance*
6. Special Event request from Panther Fireworks LLC to host "Panther Fireworks" everyday beginning Monday, June 19th, through Tuesday, July 4th, 2023, to be held at 4650 SW 30th Ave, from 10:00 a.m. - 10:00 p.m. - *Community Development*
7. Special Event request from Neptune (TNT) Fireworks to host "TNT Fireworks Sale" everyday beginning Sunday, June 25th through Tuesday, July 11th, 2023, to be held at 768 E. Dania Beach Blvd, from 9:00 a.m. - 9:00 p.m. - *Community Development*
8. Special Event Request - 2nd Annual Juneteenth Freedom Day Celebration 2023 - *Parks and Recreation*
9. Special Event Request - Men of Honor Kickball Tournament - *Parks and Recreation*

4. PROCLAMATIONS

1. Proclamation to Mundi's Italian Restaurant for their 30th Anniversary - *Sponsored by Commissioner Davis*
2. Retroactive Approval of Expression of Sympathy - Evelyn Williams - Homegoing Service - June 10, 2023 - *Sponsored by Commissioner James*

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:
2. Travel Requests:
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 EXECUTION OF A DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE C-51 RESERVOIR REGIONAL PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

5. RESOLUTION 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO CHAPTER 27 OF THE CITY’S CODE, ENTITLED “WATER AND SEWERS”; ARTICLE I. ENTITLED “WATER AND SEWER UTILITIES”, AT SECTION 27-5, ENTITLED “COMMENCEMENT OF CHARGES,” AUTHORIZES THE AMENDMENT OF WATER AND SEWER RATES BY RESOLUTION, IN ORDER TO UPDATE THE RESIDENTIAL AND COMMERCIAL COMPONENT OF THE WATER RATE STRUCTURE AND TO UPDATE THE WATER AND SEWER RATES FOR THE NEXT FIVE YEARS (2024 THROUGH 2028); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Finance)*

6. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY CONSTRUCTION (DANI-017) TO BE IMPLEMENTED BY THE CITY OF DANIA BEACH, AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF SEVEN MILLION TWO HUNDRED TWELVE THOUSAND DOLLARS (\$7,212,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

7. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12.5, ENTITLED “FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS”; BY AMENDING SECTIONS 12.5-2. ENTITLED “ISSUANCE AND REVOCATION OF BUSINESS TAX RECEIPT”; AND SECTION 12.5-3, ENTITLED “JUDICIAL REMEDY BY CIRCUIT COURT”; AND AMENDING CHAPTER 21 ENTITLED “SALES AND AUCTIONS; AT ARTICLE IV ENTITLED “AUCTIONS AND AUCTIONEERS”; AT SECTION 21-52 ENTITLED “ISSUANCE AND REVOCATION OF LICENSE” TO REQUIRE ALL THE FOLLOWING USES: FORTUNETELLERS, PALMISTS, CLAIRVOYANTS, ASTROLOGERS, AND AUCTIONEERS ADHERE TO SPECIAL BUSINESS TAX RECEIPT REQUIREMENTS; WHICH REQUIREMENTS ARE AMENDED TO PROVIDE ADMINISTRATIVE REVIEW BY STAFF AND DE NOVO APPEAL TO THE CITY COMMISSION, AFTER PUBLIC HEARING, AND AN APPEAL TO COURT OF THE CITY COMMISSION DECISION; SALES AND AUCTIONS”;; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(City Attorney)*

8. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE CITY’S FORMAL BID PROCESS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL FOR THE CREATION OF A VULNERABILITY ASSESSMENT IN AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$95,500.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. 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 SEVEN (7) 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. *(Reconsideration) (City Attorney)*

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 AWARD OF INVITATION TO BID NO. 2023-001, ENTITLED “INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS” TO VEIT NATIONAL CORPORATION IN AN AMOUNT NOT TO EXCEED TWO MILLION FORTY ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. PUBLIC HEARINGS

1. ORDINANCE 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(SECOND READING)(Public Services)*

2. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-095-22) SUBMITTED BY PROPERTY OWNER THE CITY OF DANIA BEACH, FOR THE PROPERTY (PORTION OF SW 2ND TERRACE OF SW 2ND PLACE) GENERALLY LOCATED NORTH AND SOUTH OF MULLIKIN PARK AT 230 SW 1ST COURT, AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT-OF-WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX”, ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTIONS 811-15”,

AND SECTION 811-70 ENTITLED “BUILDING PERMITS” TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER’S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER’S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY’S ART FUND FOR USE IN THE CITY’S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING) *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 811-140, OF THE LAND DEVELOPMENT CODE, THE APPLICANT, PRONTO PIZZA, REQUESTS APPROVAL OF ITS MURAL LOCATED AT 300 S. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. Art on the Beach - *Sponsored by Commissioner James*
3. Volunteer Policy - *Sponsored by Commissioner James*
4. Explore Partnership with Dan Marino Foundation in the City of Dania Beach - *Sponsored by Commissioner Davis*
5. Historical Structure 158 North Federal Highway - *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.
 1. Planning and Zoning Board - 1 Alternate Appointment
 2. Charter Review Board - 1 At-Large Alternate

13. ADMINISTRATIVE REPORTS

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

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Special
Event
Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Panther Fireworks LLC to host "Panther Fireworks" everyday beginning Monday, June 19th, through Tuesday, July 4th, 2023, to be held at 4650 SW 30th Ave, from 10:00 a.m. - 10:00 p.m.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Panther Fireworks-Special Event Memo, Panther Fireworks - Special Event Application



CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 13, 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, Community Development Director

RE: Special Events Application Request from Albert Shaw to host “Panther Fireworks” scheduled for Monday, June 19, 2023 through Tuesday, July 4, 2023

Candido Sosa-Cruz
Digitally signed by
Candido Sosa-Cruz
Date: 2023.06.05
16:21:24 -04'00'
Eleanor Norena, CFM

Request

A Special Event application on behalf of Panther Fireworks LLC to sell fireworks starting June 19, 2023, through July 4, 2023, from 10:00 am- 10:00 pm.

Background

The requested event is proposed to be held in the parking lot of the Community Bible Church located at 4650 SW 30 Ave. Fireworks sales will begin on Monday, June 19, 2023, through Tuesday, July 4, 2023. The applicant will obtain all necessary permits and abide by all applicable city codes for Fireworks sales. The expected maximum attendance is 500 patrons with a sustained attendance of 50 customers per day. This event has been held in the past.

Department Review:	Comments:
BSO Fire:	Approved with conditions
Fire Prevention	(Fire Marshal's report attached)
Building Official	Building permits required
City Attorney	None
Code Enforcement	None
Planning & Zoning	None
Hr/ Risk Mgmt-	None
Parks & Recreation	None
Public Services	None
BSO Police Dept.	None

Budgetary Impact

The special events application fee for this event is \$300.

Recommendation

Community Development is recommended approval of the special events application request in whole in compliance with the conditions noted above.



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Panther Fireworks

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

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

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

Location: 4650 S.W. 30th Ave Dania Bch Fl. 33312

Expected maximum attendance 500 Expected sustained attendance 50 per DAY

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

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

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

20 x 30 Canopy, Sell Fireworks Retail

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>6/12/23</u>	<u>Monday</u>	<u>10</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	<u>3</u>
EVENT DAY 1:	<u>6/19/23 - 7/3/23</u>	<u>Monday</u>	<u>10</u> <u>AM/PM</u>	<u>10</u> <u>AM/PM</u>	<u>50 per day</u>
EVENT DAY 2:	<u>7/3/23</u>	<u>Monday</u>	<u>10</u> <u>AM/PM</u>	<u>10</u> <u>AM/PM</u>	<u>50 per day</u>
EVENT DAY 3:	<u>7/4/23</u>	<u>Tuesday</u>	<u>10</u> <u>AM/PM</u>	<u>12</u> <u>AM/PM</u>	<u>50</u>
BREAKDOWN:	<u>7/5/23</u>	<u>Wednesday</u>	<u>10</u> <u>AM/PM</u>	<u>2</u> <u>AM/PM</u>	<u>3</u>

PART II: APPLICANT

Organization Name Panther Fireworks LLC Name of Authorized Signatory Albert Shaw
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 3532 NW 33rd Court City, State, Zip: Lauderhill FL 33309

Date of registration: _____ State registered in: FL Federal ID # _____

Email Address: albert.shaw@yahoo.com Phone: 954-793-8132

Event Coordinator Name Albert Shaw Phone: 954-793-8132

Title: OWNER Phone: _____ Cell: 954-793-8132

Email address: albert.shaw@yahoo.com Fax: _____

Additional Contact Name Stephanie Fuller Will you be on site? ☒ Yes ☐ No

Title: MANAGER Phone: _____ Cell: 786-340-2441

Email address: S_Fuller3426@hotmail.com Fax: _____

Event Production Company (if other than applicant) _____

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

Phone (day) _____ (night) _____ Cell: _____

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

Please be advised that if an entity is sponsoring an event and/or is on City property, it is required to have present a certificate of insurance with a minimum amount of \$1M general liability and with the City listed as Additional Insured. There may be other or additional insurance requirements such as worker's compensation or auto insurance, etc., for example, depending upon the event details, and as determined by the City.

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

Alcohol for Sale ☐ Yes ☒ No Alcohol for Fee ☐ Yes ☐ No

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

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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

Events requiring electricity must be permitted.

Company: Electrical on Property *see Pictures* License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☐ Yes ☒ No **Food Trucks** ☐ Yes ☒ No

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

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

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
☐ Yes ☒ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ☐ Yes ☒ No

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

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

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

Days and times music will be played:

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

Parking Impact ☐ Yes ☒ No If yes, lot location(s):

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

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

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

Sanitation & Waste

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

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

Company Name Contact Phone

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

Security/Police ☐ Yes ☒ No

Name Phone

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

Security Company Contact Phone

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each? 20 x 30

Company Name Sunshine Tent Contact Dev Phone 954-324-5624

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

Toilets ☒ Yes ☒ No

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

Transportation Plan ☐ Yes ☐ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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



Event Coordinator Signature

05/11/23

Date



Community Bible Church
4650 SW 30 Ave
Ft Lauderdale, Florida 33312

May 8, 2023

To Whom It May Concern,

This letter is to authorize Albert Shaw with Panther Fireworks LLC, to engage in the sale of Fireworks on the property of Community Bible Church located at 4650 SW. 30th Avenue Dania Beach, Florida during the timeframe of June 12th – July 4th, 2023 with actual selling to begin June 17th, 2023.

Permission is contingent upon Panther Fireworks LLC obtaining all the necessary permits and abiding by all applicable codes of the city of Dania Beach, Florida.

Sincerely,

Robert W. Sands
Pastor

State of Florida

Department of State

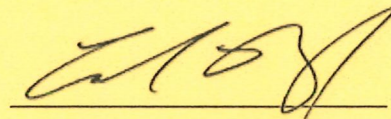
I certify from the records of this office that PANTHER FIREWORKS LLC is a limited liability company organized under the laws of the State of Florida, filed on July 11, 2018, effective July 11, 2018.

The document number of this limited liability company is L18000167976.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 24, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of May, 2023*




Secretary of State

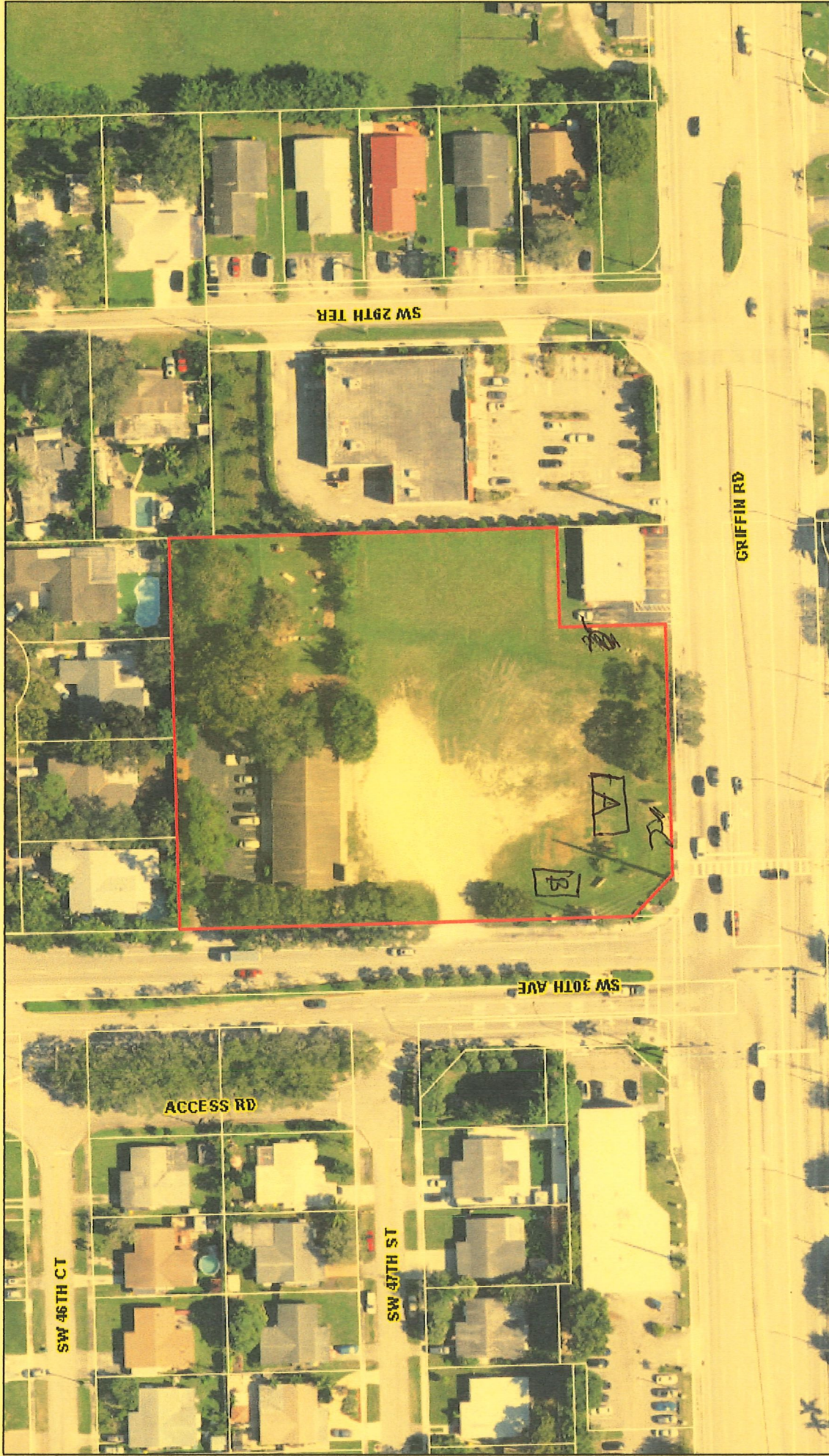
Tracking Number: 8856943105CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

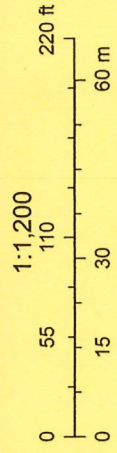
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Property Id: 504229390010

**Please see map disclaimer



A 20x30 canopy
B 10x20 container
C Electric 1/2 20 amp 220 volt
May 11, 2023 VLF Circuit



CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Special
Event
Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Neptune (TNT) Fireworks to host "TNT Fireworks Sale" everyday beginning Sunday, June 25th through Tuesday, July 11th, 2023, to be held at 768 E. Dania Beach Blvd, from 9:00 a.m. - 9:00 p.m.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TNT Fireworks - Special Event Memo, TNT Fireworks 2023- Special Event Application



CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 13, 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, Community Development Director *Eleanor Norena, CFM*

RE: Special Events Application Request from Neptune (TNT) Fireworks to host a Firework Sale Event starting Sunday, June 25, 2023, through Tuesday, July 11, 2023.

Request

A Special Event application on behalf of Neptune (TNT) Fireworks to have a fireworks sale beginning June 25, 2023, through July 11, 2023, from 9:00 am- 9:00 pm.

Background

The requested event is proposed to be held in the parking lot at Neptune Fireworks located at 768 E. Dania Beach Blvd. Fireworks sales will begin on Sunday June 25, 2023, through Tuesday, July 11, 2023. The applicant will obtain all necessary permits and abide by all applicable city codes for Fireworks sales. The expected maximum attendance is 25 patrons with a sustained attendance of 25 customers per day. This event has been held in the past.

Department Review:	Comments:
BSO Fire: Fire Prevention	Approved with conditions (Fire Marshal's report attached)
Building Official	Building permits required
City Attorney	None
Code Enforcement	None
Planning & Zoning	None
Hr/ Risk Mgmt-	None
Parks & Recreation	None
Public Services	None
BSO Police Dept.	None

Budgetary Impact

The special events application fee for this event is \$300.

Recommendation

Community Development is recommending approval of the special events application request in whole in compliance with the conditions noted above.



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Neptune TNT Fireworks Sales June 25th, 2022- July 11, 2023

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

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

Is your event located on the beach? Yes X No

Location: 768 E Dania Beach Blvd, Dania Beach Fl 33004 /Neptune Fireworks

Expected maximum attendance 25 Expected sustained attendance 25

Has this event been held in the past? x Yes No 2022,2021,2020,2019,2018,2017

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

Same location and about 25 for attendance

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

Install Temp Canopies (1) 30x120, (1) 9x45 (1)20x25 For customers
shade while waiting on line (Restrooms located inside store)

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>06/3/2023</u>	<u>Sat</u>	<u>9</u> AM/PM	<u>9</u> AM/PM	<u> </u>
EVENT DAY 1:	<u>6.25.03</u>	<u> </u>	<u>9</u> AM/PM	<u>9</u> AM/PM	<u>25</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u>7.11.03</u>	<u> </u>	<u>9</u> AM/PM	<u>9</u> AM/PM	<u> </u>
BREAKDOWN:	<u>7/13/2023</u>	<u>Thur</u>	<u>9</u> AM/PM	<u>9</u> AM/PM	<u> </u>

PART II: APPLICANT

Organization Name Neptune (TNT) Fireworks Name of Authorized Signatory Itzhak Dickstein
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 768 E Dania Beach Blvd City, State, Zip: Dania Beach FL 33004

Date of registration: 02/10/1984 State registered in: _____ Federal ID # 59-2374924

Email Address: _____ Phone: _____

Event Coordinator Name Zelda Barfield Phone: _____

Title: _____ Phone: 954-920-6770 Cell: _____

Email address: _____ Fax: _____

Additional Contact Name _____ Will you be on site? ____ Yes ____ No

Title: _____ Phone: _____ Cell: _____

Email address: _____ Fax: _____

Event Production Company (if other than applicant) _____

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

Phone (day) _____ (night) _____ Cell: _____

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

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

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

Alcohol for Sale ____ Yes ☒ No Alcohol for Fee ____ Yes ____ No

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

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

Amusement Ride ____ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ☒ Yes ☐ No Generator ☒ Yes ☐ No Amount of Kilowatts 52.56

Events requiring electricity must be permitted.

Company: Caribbean Electric License #: EC13004299

Name of Electrician: Michael Nickerson Phone: NA

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☒ Yes ☐ No

Name & Contact of Company conducting the show: TNT Fireworks

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

Food Vendors ☐ Yes ☒ No

Food Trucks ☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☐ Yes ☒ No

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

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

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

Days and times music will be played: _____

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

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

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

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

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

Sanitation & Waste

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

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

Company Name _____ Contact _____ Phone _____

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

Security/Police _____ Yes ☒ No

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes _____ No

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

Quantity and size of each? Install Temp Canopies (1) 30x120, (1) 9x45 (1)20x25

Company Name Tents N Events Contact Mariana Phone 954-979-7456

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

Toilets _____ Yes ☒ No

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

Transportation Plan _____ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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PART V: APPLICANT ACCEPTANCE

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

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

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

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

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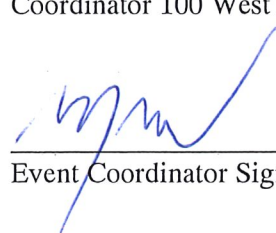
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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



Event Coordinator Signature

05/10/23

Date



TNT Fireworks
768 E. Dania Beach Blvd.
Dania Beach, FL 33004
(Tel) 954.920.6770
(Fax) 954.920-6878

City of Dania Beach Building Department
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

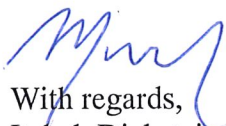
To Whom It May Concern:

Neptune Fireworks will be holding our annual Firework Sales Beginning 6/25/23 through 7/11/23. We have hired Tents n Events to install temporary tents for the event.

I, Itzhak Dickstein give Tents N Events the authority to apply for all necessary permits needed for this event.

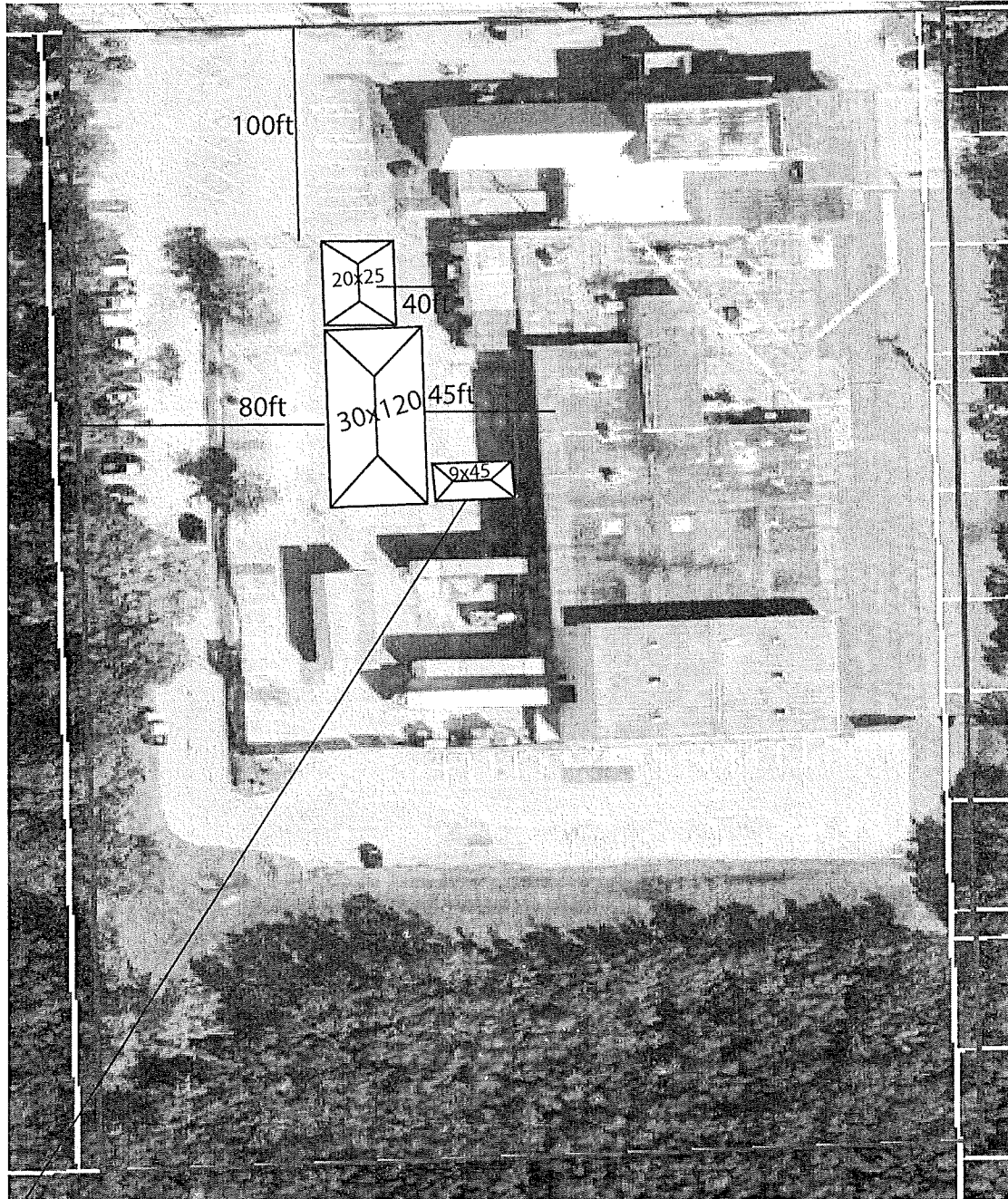
If you should require more information please contact me at 954-920-6770.

Thank you for your cooperation in this matter.


With regards,
Itzhak Dickstein

Aerial View - Site Plan

E Dania Beach Blvd



- 9'x45' Connecting Tent To the building.
- Traffic Flow will not be interrupted.

**768 E Dania Beach Blvd,
Dania Beach FL**

Tents 'n' Events
1790 Mears Parkway, Margate FL 33063
Permits@tentsnevents.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event Request - 2nd Annual Juneteenth Freedom Day Celebration 2023

Purchasing Requests ONLY

Dept:

Acct #:

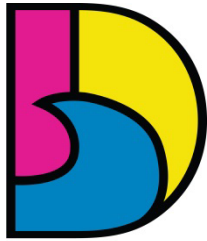
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - 2023 Juneteenth Freedom Day Celebration, BSO Fire Marshall Report signed, Special Event - 2023 Juneteenth Freedom Day Celebration 06.17.2023, Site Plan - Juneteenth



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Waren, Parks and Recreation Assistant Director, CPRP

RE: Special Events Application Request for the Second Annual 2023 Juneteenth Freedom Day Celebration scheduled for Saturday, June 17, 2023

REQUEST

A Special Event is requested by the MLK Renaissance Inc. organization in collaboration with the Parks and Recreation Department to host the Second Annual 2023 Juneteenth Freedom Day Celebration in the City of Dania Beach on Saturday, June 17, 2023. The Juneteenth Freedom Day Celebration will feature live music, a food truck, food vendors, bounce houses, arts and crafts, activities for children, and a petting zoo at C.W. Thomas Park located 100 N.W. 8th Avenue, Dania Beach, FL 33004 on Saturday, June 17, 2023, at 12:00 p.m. to 5:00 p.m.

BACKGROUND

Juneteenth is a day that commemorates the emancipation of enslaved African Americans. Juneteenth was established in 1865 to celebrate the effective end of slavery in the United States. On June 19, 2018, the Senate passed Resolution 547 as "Juneteenth Independence Day" in recognition of June 19, 1865, the date on which slavery legally came to an end in the United States. As of June 17, 2021, it became the twelfth federal legal holiday.

This will be an annual event celebrated throughout the community for years to come.

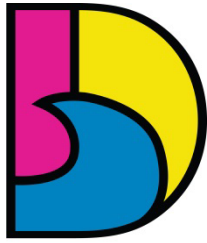
BUDGETARY IMPACT

The special events application fee for this event is \$150.00. This item is requested to be waived.

RECOMMENDATION

Applicant will pay for the necessary services recommended below.

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



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Officer Zipoli	BSO Fire Marshall Report is attached. No further concerns raised.	
BSO Police Dept. - Lt. Tarala	BSO will be present. No further concerns.	
Code Enforcement - Eric Walton	No concerns raised.	
Parking Enforcement – Barbara Urow	No concerns raised.	
Community Dev. – Jack Fisher	Building permits are required for stage and tent setup. Electrical permit not required. No further concerns raised.	
Community Dev. – Viviana C. Batista	No concerns raised.	
City Attorney – Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI's for all vendors needed. No further concerns.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando Rodriguez	No concerns raised.	



Department of Fire Rescue & Emergency Services - Fire Marshal's Office
Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Juneteenth Freedom Day Celebration

Event Date(s): Saturday June 17, 2023

Event Location: CW Thomas Park-800 NW 2nd Street, Dania Beach FL 33004

Event Reviewed By: Candice Burton Date of Review: 5/26/2023

Event Contact 1 Name: Anthony Ifedi

Event Contact 1 Phone: 954-924-3838

Event Contact 1 Email: aifedi@daniabeachfl.gov

Event Contact 2 Name: Tammie James

Event Contact 2 Email: tjames@daniabeachfl.gov

Event Contact 2 Phone: 954608-1111

☐ EVENT IS APPROVED ☒ EVENT IS APPROVED WITH CONDITIONS (See Below)

☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐ EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

X Site Plan Required - See the attached Site Plan Check List for Site Plan Submittal Requirements.

☐ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

X Fire extinguishers required – Must be provided in accordance with the requirements noted on the Special Event Application.

X Tent/Canopy Permits Required - Obtain permits from the City of Dania Beach Building Department. (**Note: Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshal**) not approved.

X Generator Permits May Be Required – Confirm with City of Dania Beach Building Department for determination.

X Power cords shall be sufficiently protected from water and **shall not create a trip hazard for patrons and/or event workers.**

☐ **Gas Grills** must be permitted. Obtain permits from the City of Dania Beach Building Department.

☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262. **See Notes**

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). **Plans & Permits Shall be required.**

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and MUST PASS a fire inspection prior to use. ***This must involve a third party licensed gas contractor to perform a gas leak test.***

☐ **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☒ **Other Requirements:** **Notes:** No vendor tents are to exceed outside of the assigned vehicle parking spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site and preform a gas leak testing before the opening of the event and before any cooking begins. All food trucks and vendors must be on site and ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner before opening of the event to the public. It is the responsibility of the Event Coordinator to set up the licensed gas company at the same time that the fire inspector will be on site. (see below or after hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be in compliance before the event shall be signed off. An after hour request form must be approved by The Fire Marshal's Office. Contact: FPO David Zipoli: david_zipoli@sheriff.org

☒ **INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.**

☐ **Other Requirements and/or Special Notes:**

INSPECTION AND/OR DETAIL REQUIREMENTS

(The below information must be filled out by Fire Prevention prior to releasing comments back to the applicant)

☐ N/A Pre-Event Inspections Required (Date): See top of page 1

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

After-Hours (4-Hours or Less)

☒ After Hours (Greater than 4 Hours)

DATE(S) & TIME(S): Saturday June 17th 2023 09:00-12:00

☐ N/A ☐ Fire Inspector Stand-By Detail Required
(Dates & Times): _____

☐ N/A ☐ Operational Detail Required Type: _____

Email: candice_burton@sheriff.org

Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to
david_zipoli@sheriff.org / or / candice_burton@sheriff.org

Name (Print): Anthony Iles Signature:  Date: 5-30-2023



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: 2nd Annual Juneteenth Freedom Day Celebration

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

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

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

Location: 100 NW 8th Avenue, Dania Beach, FL 33004

Expected maximum attendance 300 Expected sustained attendance 300

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

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

June 20th, 2022/ C.W. Thomas Park/ 250 people

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

Juneteenth Freedom Day Celebration featuring live music, food trucks, bounce houses, crafting, dancing, kids activities.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>June 17th, 2023</u>	<u>Saturday</u>	<u>8:00 am</u> AM/PM	<u>9:00am</u> AM/PM	<u>10</u>
EVENT DAY 1:	<u>June 17th, 2023</u>	<u>Saturday</u>	<u>12:00 pm</u> AM/PM	<u>5:00 om</u> AM/PM	<u>300</u>
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	<u>June 17th, 2023</u>	<u>Monday</u>	<u>5:00pm</u> AM/PM	_____ AM/PM	<u>10</u>

PART II: APPLICANT

Organization Name Dania Beach Parks & Rec/MLK Renaissance Inc. **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 100 West Dania Beach Blvd **City, State, Zip:** Dania Beach
Date of registration: _____ **State registered in:** _____ **Federal ID #** _____
Email Address: _____ **Phone:** _____
Event Coordinator Name City of Dania Beach- Anthony Ifedi **Phone:** 954-924-3838
Title: Superintendent of Parks & Recreation **Phone:** _____ **Cell:** _____
Email address: Aifedi@daniabeachfl.gov **Fax:** _____
Additional Contact Name Tammie James **Will you be on site?** ☒ Yes ☐ No
Title: _____ **Phone:** _____ **Cell:** 954-608-1111
Email address: Tammiejames@aol.com **Fax:** _____
Event Production Company (if other than applicant) _____
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

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

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

Amusement Ride _____ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ☒ Yes ☐ No **Generator** ☒ Yes ☐ No **Amount of Kilowatts** Small at home generators

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ☐ No

Food Trucks ☒ Yes ☐ No

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

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

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

☒ Yes ☐ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ☐ No

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

Live performances/Drumming/DJ

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

Speakers/Drums/Sound Board for musicians and DJ

Stages ☒ Yes ___ No ___ Type (wood, metal, trailer stage, etc.) Small Riser Stage 8x8x1
Stages may require permits.

Days and times music will be played: June 17th from 12:00 pm to 5:00 pm

How close is the event to the nearest residence? Next Door - 300 feet away
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

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

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

Sanitation & Waste

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

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

Company Name City of Dania Beach; Public Services Contact Carl Kallicharan Phone 954-643-8685

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

Security/Police ___ Yes ☒ No ___

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ___ No ___

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

Quantity and size of each? 3 tents; 40 x 60; two 10x10

Company Name A-Universal Rentals & Events Contact _____ Phone (954) 580-0400

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

Toilets ___ Yes ☒ No ___

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

Transportation Plan ___ Yes ☒ No ___

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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

Kala Gardner
Digitally signed by Kala Gardner
Date: 2023.05.24 10:11:11
-04'00'

Event Coordinator Signature

May 24th, 2023

Date



Dania Beach CW
Thomas Park

Petting Zoo

Bounce
House #1

Bounce
House #2

40 x 60
Tent

Food
Vendor

Food
Truck

Food
Vendor

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event Request - Men of Honor Kickball Tournament

Purchasing Requests ONLY

Dept:

Acct #:

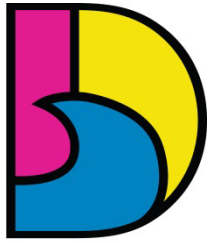
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Men of Honor, Special Event Application - Men of Honor Kickball Tournament, COI - Men of Honor Kickball Tournament



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Warren, Parks and Recreation Assistant Director, CPRP 

RE: Special Events Application Request for the Men of Honor Kickball Tournament scheduled for Saturday, June 24, 2023

REQUEST

A Special Event is requested by the MLK Renaissance Inc. organization to host the First Annual Men of Honor Kickball Tournament in the City of Dania Beach on Saturday, June 24, 2023. The First Annual Men of Honor Kickball Tournament will feature DJ, grilling food, and a kickball tournament for the community at C.W. Thomas Park located 100 N.W. 8th Avenue, Dania Beach, FL 33004 on Saturday, June 24, 2023, at 12:00 p.m. to 7:00 p.m.

BACKGROUND

The First Annual Men of Honor Kickball Tournament was put together to have a little fun in the sun to celebrate men throughout the community in honor of Father's Day. This event is also meant to bring unity and togetherness to the community.

This will be an annual event celebrated throughout the community for years to come.

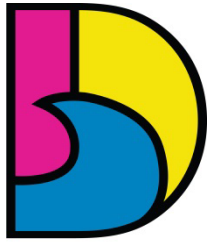
BUDGETARY IMPACT

The applicant has paid the Special Event Application Fee of \$150.00.

RECOMMENDATION

The applicant will pay for the necessary services recommended below.

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



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Officer Zipoli	No concerns raised.	
BSO Police Dept. - Lt. Tarala	BSO will be present. No further concerns.	
Code Enforcement - Eric Walton	No concerns raised.	
Parking Enforcement – Barbara Urow	No concerns raised.	
Community Dev. – Jack Fisher	Building permits are not required. No further concerns raised.	
Community Dev. – Viviana C. Batista	No concerns raised.	
City Attorney – Eve A. Boutsis	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	COI's for all vendors needed. No further concerns.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando Rodriguez	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: Men of Honor Kickball Tournament

Type of Event: ☒ Minor Event -
Major Event -
Wedding

less than 500 people, single day event, no road closures
more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)

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

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

Location: C.W. Thomas Park, 100 NW 8th Ave., Dania Beach, FL 33004

Expected maximum attendance 100 Expected sustained attendance 100

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

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

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

Kickball game for adults and kids, dj for music,

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>06/24/2023</u>	<u>Saturday</u>	<u>11:00</u> AM/PM	<u>12:00</u> AM/PM	<u>10</u>
EVENT DAY 1:	<u>06/24/2023</u>	<u>Saturday</u>	<u>12:00</u> AM/PM	<u>7:00</u> AM/PM	<u>150</u>
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	<u>06/24/2023</u>	<u>Saturday</u>	<u>7:00</u> AM/PM	<u>8:00</u> AM/PM	<u>10</u>

PART II: APPLICANT

Organization Name MLK Committee **Name of Authorized Signatory** Tammy James
For-Profit ☒ Non-Profit ☐ Private ☐ (as registered in Sunbiz)
Address: 100 NW 8th Ave. **City, State, Zip:** Dania Beach, FL 33004
Date of registration: _____ **State registered in:** _____ **Federal ID #** _____
Email Address: _____ **Phone:** _____
Event Coordinator Name Benita McKnight **Phone:** 754-204-3409
Title: Representative **Phone:** _____ **Cell:** _____
Email address: BenitaMcKnight@gmail.com **Fax:** _____
Additional Contact Name Marquis Jefferson **Will you be on site?** ☒ Yes ☐ No
Title: Representative **Phone:** _____ **Cell:** 754-244-8046
Email address: MJefferson0912@gmail.com **Fax:** _____
Event Production Company (if other than applicant) N/A
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

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

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

Amusement Ride _____ Yes ☒ No ☐

If yes, name a contact of company: _____

What type of rides are you planning? N/A

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

Electricity ☐ Yes ☐ No Generator ☐ Yes ☐ No Amount of Kilowatts _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No DJ

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☐ Yes ☒ No

Food Trucks ☐ Yes ☒ No

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

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

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

☒ Yes ☐ No

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

N/A Electric Grill(s) # _____ Gas Grill(s) # _____ Charcoal Grill(s) # 1 Smoker Grill(s) # _____
Grease Fryer(s) # _____ Oven(s) # _____ Electric Range Burner(s) # _____ Gas Range Burner(s) # _____

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ☐ No

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

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

Speakers Only

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

Days and times music will be played: Saturday, 06/24/2023 from 12pm-7pm

How close is the event to the nearest residence? 100 feet to 150 feet
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

Road Closings ☐ Yes ☒ No If yes, define Closure(s) N/A

Date(s) of Closure N/A Time(s) of Closure N/A

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ☒ Yes ☐ No Public Services
Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

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

Security/Police ☐ Yes ☒ No

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☐ Yes ☒ No

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

Quantity and size of each? N/A

Company Name N/A Contact _____ Phone _____

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

Toilets ☐ Yes ☒ No

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

Transportation Plan ☐ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

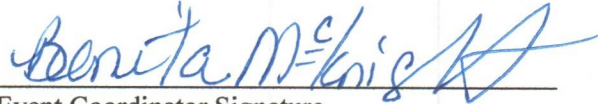
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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


Event Coordinator Signature


Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Advantage Insurance Services 505 North Brand Blvd Suite 1250 Glendale, CA 92103	CONTACT NAME: GatherGuard Administrator PHONE (A/C, No, Ext): (844) 747-6240 FAX (A/C, No): E-MAIL ADDRESS: gatherguard@intactinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company
	NAIC # 27154
INSURED Benita McKnight 1360 N.W. 2nd Terrace Dania Beach, FL 33004	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	X		GGL017592	06/24/2023	06/25/2023	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	X	Includes Host Liquor						MED EXP (Any one person)	\$ Excluded
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		OTHER:							
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$						
			\$						
	UMBRELLA LIAB ☐ OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS MADE							AGGREGATE	\$
	DED ☐ RETENTION \$								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Name: Men of Honor Kickball Tournament
Event Type: Sporting event - other (indoors; spectators only)
Event date(s): 06/24/23
Daily Attendance: 100
Number of Days: 1

CERTIFICATE HOLDER**CANCELATION**

City of Dania Beach 100 W Dania Beach Blvd Dania Beach, FL 33004 US C.W. Thomas Park 100 NW 8th Avenue Dania Beach, FL 33004 US	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2016/03)

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Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

Requested by Commissioner Joyce L. Davis

WHEREAS, Mundi's Italian Restaurant, the homestyle family restaurant that sends you right back to Sunday suppers at nonna's, is celebrating 30 years of bringing delicious food to South Florida; and

WHEREAS, Will and Joyce Imondo established Mundi's in Hollywood, FL in 1993, and spent 12 wonderful years as a staple in the Hollywood community before moving the restaurant closer to home in Dania Beach; and

WHEREAS, for the last 18 years, Will and Joyce and their family have been the friendly faces greeting you as you enter the cozy corner spot at 330 East Dania Beach Boulevard visiting each table to catch up with the customers, send well wishes to their families, and of course make sure everything tastes delicious; and

WHEREAS, it is not uncommon to see the same faces week after week tasting the current specials or sharing a plate of traditional Italian recipes; and

WHEREAS, throughout the years, Mundi's has become a second home to local families celebrating milestones each year with the best hosts, Will and Joyce, as they eat their favorite Italian meals; and

WHEREAS, thirty years of fabulous food, celebrations, laughter and smiles has brought the Imondo family incredible joy and provided wonderful memories to reflect on as they begin their retirement; and

WHEREAS, Will and Joyce will still pop in to greet familiar faces as they start their next chapter, and the legacy will live on as Mundi's continues to provide amazing Italian food to the Dania Beach community.

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 June 13, 2023 as:

Mundi's Italian Restaurant 30th Anniversary Day

in the City of Dania Beach, Florida and do congratulate Will and Joyce Imondo on this milestone anniversary and do wish them a long and enjoyable retirement for many years to come.

Dated this 13th day of June 2023

ATTEST:

ELORA RIERA MMC
CITY CLERK



ARCHIBALD J. RYAN IV
MAYOR

SEA IT. LIVE IT. LOVE IT.

Expression of Sympathy

OFFICE OF THE MAYOR ★ CITY OF DANIA BEACH, FLORIDA

In Loving Memory
Evelyn Williams
1915-2023

WHEREAS, on behalf of the City of Dania Beach, I wish to record our deep sorrow over the passing of Mrs. Evelyn Williams on May 26, 2023; and

WHEREAS, Evelyn was born in Mosely Town, Georgia on August 2, 1915, raised in Vidalia, moved to Coconut Grove in 1935 with her husband Alonzo Williams, and later relocated to Dania with their two sons, Deotis and Luriel. Evelyn and Alonzo were married for more than 60 years; and

WHEREAS, Evelyn was a pioneer in the city of Dania Beach. She was active in her community and faithful in service to her church. She worked tirelessly with our youth encouraging them to pursue higher education and to become professionals. She faithfully visited elderly and sick residents in the neighborhood and local nursing homes, often bringing fruit, staying to read and pray, and always delivering God's message of hope and strength; and

WHEREAS, Evelyn and Alonzo were business owners with rental property and gas stations including a gas station in Dania Beach; and

WHEREAS, Evelyn was a loyal and faithful member of New Jerusalem Baptist Church since the 1940s. Her contributions to her church were matched only by her quiet but encouraging influence in the community; and

WHEREAS, Evelyn contributed to the betterment of her Dania Beach through her service in the Broward Civic Improvement Association; she was recognized by the Broward County Historical Society as a dedicated poll worker for nearly 50 years; Her passing leaves a huge hole in the hearts of her loved ones and the Dania Beach community. She will be deeply missed.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, A. J. Ryan IV, Mayor of the City of Dania Beach, Florida, in recognition of Ms. Evelyn Williams' many contributions to our city do hereby express our deep appreciation for her dedication to this community and do extend to her family our sincere sympathy upon her passing.

Dated this 10th of June 2023.

ATTEST:

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 ADOPT 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)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-AFFIRM-PARTICPTN-BC-ILA-SWAUTH-050923 (3), 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, Estimated-Municipal-Contributions-Prior-to-Special-Assessment-3-22-2362



**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).

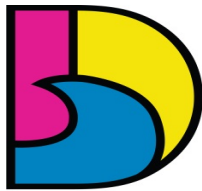
Background

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
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**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.

Estimated Ongoing Contributions of Parties Prior to Special Assessment Based on Population

Estimated Annual Contribution	\$2,000,000
Total Broward Population (2022 BEBR)	1,969,099
75% of Total Broward Population	1,476,824

Municipality	Population (2022 BEBR)	Population Percentage based on 100% Participation	\$2M Costs with 100% Participation	Population Percentage based on 75% Participation	\$2M Costs with 75% Participation
Fort Lauderdale	189,019	9.599%	\$191,985.27	12.799%	\$255,980.36
Pembroke Pines	171,309	8.700%	\$173,997.35	11.600%	\$231,996.46
Hollywood	154,909	7.867%	\$157,339.98	10.489%	\$209,786.64
Miramar	138,237	7.020%	\$140,406.35	9.360%	\$187,208.46
Coral Springs	134,816	6.847%	\$136,931.66	9.129%	\$182,575.55
Pompano Beach	113,789	5.779%	\$115,574.69	7.705%	\$154,099.58
Davie	106,984	5.433%	\$108,662.90	7.244%	\$144,883.86
Sunrise	97,479	4.950%	\$99,008.73	6.601%	\$132,011.65
Plantation	94,048	4.776%	\$95,523.89	6.368%	\$127,365.19
Deerfield Beach	87,414	4.439%	\$88,785.78	5.919%	\$118,381.05
Lauderhill	74,887	3.803%	\$76,062.20	5.071%	\$101,416.27
Tamarac	72,740	3.694%	\$73,881.51	4.925%	\$98,508.67
Weston	68,318	3.470%	\$69,390.11	4.626%	\$92,520.15
Margate	58,760	2.984%	\$59,682.12	3.979%	\$79,576.16
Coconut Creek	57,937	2.942%	\$58,846.20	3.923%	\$78,461.60
North Lauderdale	45,077	2.289%	\$45,784.39	3.052%	\$61,045.86
Oakland Park	44,517	2.261%	\$45,215.60	3.014%	\$60,287.47
Hallandale Beach	41,677	2.117%	\$42,331.04	2.822%	\$56,441.38
Lauderdale Lakes	36,725	1.865%	\$37,301.32	2.487%	\$49,735.10
Parkland	36,390	1.848%	\$36,961.07	2.464%	\$49,281.42
Cooper City	34,683	1.761%	\$35,227.28	2.348%	\$46,969.71
Dania Beach	32,140	1.632%	\$32,644.37	2.176%	\$43,525.83
Broward MSD	17,198	0.873%	\$17,467.89	1.165%	\$23,290.52
West Park	15,243	0.774%	\$15,482.21	1.032%	\$20,642.94
Wilton Manors	11,569	0.588%	\$11,750.55	0.783%	\$15,667.40
Lighthouse Point	10,506	0.534%	\$10,670.87	0.711%	\$14,227.83
Southwest Ranches	7,716	0.392%	\$7,837.09	0.522%	\$10,449.45
Pembroke Park	6,255	0.318%	\$6,353.16	0.424%	\$8,470.88
Lauderdale-by-the-Sea	6,205	0.315%	\$6,302.37	0.420%	\$8,403.17
Hillsboro Beach	1,981	0.101%	\$2,012.09	0.134%	\$2,682.78
Sea Ranch Lakes	540	0.027%	\$548.47	0.037%	\$731.30
Lazy Lake	31	0.002%	\$31.49	0.002%	\$41.98

(1) Section 5.4 of the ILA provides that until the Authority is able to fund its budget, each Party must contribute funding on a pro rata basis, based on population, to pay the Authority's expenses. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000).

(2) County has committed to paying 50% of professional/technical consultants for the development of the Master Plan which is estimated to total approximately one million dollars (\$1,000,000).

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE THE RESOLUTION AUTHORIZING EXECUTION OF A DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE C-51 RESERVOIR REGIONAL PROJECT.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memorandum, Resolution, Agreement



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Frank L. DiPaolo, CPA, CGMA, SHRM-CP, Chief Financial Officer

SUBJECT: Resolution authorizing the execution of a State Revolving Fund loan agreement for the C-51 Reservoir Regional Project

REQUEST

The Finance Department requests approval of a Resolution authorizing the execution of a State Revolving Fund loan agreement for the C-51 Reservoir Regional Project.

BACKGROUND

Due to saltwater intrusion issues with its raw water wells, as well as pressures from City-wide development, the City has been forced to secure alternative sources of raw water to meet its daily water treatment needs.

On September 10, 2013, the City Commission of the City of Dania Beach adopted Resolution No. 2013-092 pledging its support of the C-51 Reservoir Regional Project. The C-51 Reservoir is an alternative water supply available to water providers in Broward and Palm Beach County and will provide the City with a substantial portion of its daily water supply. The City's required capital contribution toward the reservoir project is \$4.6 million.

In 2018 and 2020, the City Commission adopted Resolutions respectively approving and amending an Agreement for Capacity Allocation in Phase I of the C-51 Reservoir. In 2022, the City Commission adopted a Resolution declaring its intent to apply for a State Revolving Fund loan to Finance the Project. The State of Florida Department of Environmental Protection has approved funding of a State Revolving Fund loan (DW061230) to the City.

The Resolution permits the appropriate City officials to execute the loan agreement and secure funding for its required capital contribution.

ATTACHMENTS

Resolution
State Revolving Fund Construction Loan Agreement (DW061230)



BUDGETARY IMPACT

The estimated total principal amount of the loan is \$4,621,000, which consists of \$4,600,000 to be disbursed to the City and \$24,100 of Capitalized Interest. In addition, a loan service fee of \$92,000 (2% of the loan amount) shall be paid from the first repayment. The financing rate on the loan is 1.56%, and the City will make semi-annual loan payments of \$137,706 for 20 years. The City is required to pledge utility revenues equal to at least 1.15 times the semiannual loan payment amount.

RECOMMENDATION

Approve the Resolution authorizing the execution of a State Revolving Fund loan agreement for the C-51 Reservoir Regional Project.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING EXECUTION OF A DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE C-51 RESERVOIR REGIONAL PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2013, the City Commission of the City of Dania Beach adopted Resolution No. 2013-092 pledging its support of the C-51 Reservoir Regional Project (“the Project”); and

WHEREAS, in 2018 and 2020, the City Commission adopted Resolutions respectively approving and amending an Agreement for Capacity Allocation in Phase I of the C-51 Reservoir; and

WHEREAS, in 2022, the City Commission adopted a Resolution declaring its intent to apply for a State Revolving Fund loan to Finance the Project; and

WHEREAS, the State of Florida Department of Environmental Protection has approved funding of a State Revolving Fund loan (DW061230) to the City in the amount of Four Million Six Hundred Thousand Dollars (\$4,600,000.00) requiring the execution of a loan agreement, which agreement is incorporated into this Resolution by this reference as Exhibit “A”.

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

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

Section 2 That the City Commission authorizes the appropriate City officials to execute the loan agreement, which agreement is incorporated into this Resolution by this reference as Exhibit “A”.

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

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

PASSED AND ADOPTED on June 13, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

CITY OF DANIA BEACH, FLORIDA

**DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW061230**

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW061230**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF DANIA BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(8) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(9) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(11) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(13) “Local Governmental Entity” means a county, municipality, or special district.

(14) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(15) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(16) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to purchase capacity in the C-51 Reservoir.

(18) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(19) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(20) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Project Sponsor.

(21) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using Generally Accepted Accounting principles established by the Financial Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Project Sponsor shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4D-02D37922-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$4,600,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends \$750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F.

An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than \$750,000, in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

or

Electronically:

FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this

Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall

cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage requirements of the Infrastructure Investment and Jobs Act (IIJA) in order to enhance public awareness of EPA assistance agreements nationwide. A copy of signage requirements as well as EPA logo requirements can be found at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as “IIJA/BIL Projects Only - A copy of signage requirements as well as EPA logo requirements”.

8.09. DAVIS-BACON ACT REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/interim-davis-bacon-act-guidance>.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.

8.11. BUILD AMERICA, BUY AMERICA ACT ASSISTANCE REQUIREMENT.

The Project Sponsor's subcontracts must contain the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Project Sponsor has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Project Sponsor in writing that the Build America, Buy America Requirements are not applicable to the Project.

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.
- (6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is \$4,624,100, which consists of \$4,600,000 to be disbursed to the Project Sponsor and \$24,100 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$92,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$4,600,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 1.56 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before July 1, 2023, the Financing Rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$137,706 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on August 15, 2024 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount to be repaid of \$4,716,100, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	4,600,000
Capitalized Interest	24,100
TOTAL (Loan Principal Amount)	4,624,100

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

- (1) This Agreement shall be effective on May 25, 2022. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for February 15, 2024.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than February 15, 2024.
- (4) The first Semiannual Loan Payment in the amount of \$137,706 shall be due August 15, 2024.

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the following items must be submitted:

- (1) A completed EPA Preaward Compliance Report; and
- (2) A completed a Federal Funding Accountability and Transparency Act Form.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW061230 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF DANIA BEACH

City Manager

Attest:

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization.

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION PURSUANT TO CHAPTER 27 OF THE CITY'S CODE, ENTITLED "WATER AND SEWERS"; ARTICLE I. ENTITLED "WATER AND SEWER UTILITIES", AT SECTION 27-5, ENTITLED "COMMENCEMENT OF CHARGES," AUTHORIZES THE AMENDMENT OF WATER AND SEWER RATES BY RESOLUTION, IN ORDER TO UPDATE THE RESIDENTIAL AND COMMERCIAL COMPONENT OF THE WATER RATE STRUCTURE AND TO UPDATE THE WATER AND SEWER RATES FOR THE NEXT FIVE YEARS (2024 THROUGH 2028)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Water Rate Study Memo, R-2023- Amending Water and Sewer Meter Rates as Authorized by Ch. 27 Sec. 27-5, Exhibit A



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

DATE: May 23, 2023

TO: Honorable Mayor and Commissioners

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

VIA: Adam Segal, Deputy Director of Finance

SUBJECT: A Resolution adopting a five-year Water and Sewer Rate schedule

REQUEST

The Finance Department requests approval of a Resolution adopting a five-year Water and Sewer Rate schedule.

BACKGROUND

In 2022, the City hired Public Utilities Management & Planning Services Inc. (PUMPS) to perform a water and sewer rate study on behalf of the City. The public can best be served by a utility that is a self-sustaining enterprise, adequately financed with rates based on sound, established engineering and economic principles. Proper fiscal planning involves comparing projected utility revenue sources with the revenue requirements. A multi-year projection will identify the need for additional sources of funding, alternative financing, and steps to be taken to minimize impacts on the utility rates and charges to the customers.

The water fund has been under considerable stress in the last few years as rates have not increased since 2011. Meanwhile, the sewer fund has seen excess revenue capacity despite no rate changes either. With significant increases in development and additional people/entities coming into the City, more stress is being placed on the water and sewer systems; it is imperative therefore that adequate funding is in place for the C51 reservoir allocation. As a result, additional debt will require a water rate increase. However, some sewer rate reductions can be made to offset this need to minimize the impact on the residents. It should also be noted that the projected rate increases were compared to other Cities in the surrounding area and these changes will roughly place the City in the middle of the County as far as the rates are concerned at neither the highest nor lowest rate levels.

BUDGETARY IMPACT

The combined effect of the rate changes is a slight decrease in the average monthly customer water and sewer bill for the first three years, and then a slight increase for the last two years. Please see the five-year table of rate changes below.

RECOMMENDATION

Finance recommends approval of the Resolution adopting a five-year Water and Sewer Rate schedule.

Five Year Table of Rate Changes

Description	Current Rates	Recommended Rates				
	2023	2024	2025	2026	2027	2028
WATER RATES						
Water Base Rate per ERU	\$14.55	\$15.20	\$15.89	\$16.60	\$17.35	\$18.13
Water Consumption Rate						
0 - 5,000 Gallons/ERU	\$4.09	\$4.27	\$4.47	\$4.67	\$4.88	\$5.10
5001-14,000	\$6.54	\$6.83	\$7.14	\$7.46	\$7.80	\$8.15
Above 14,000 Gallons/ERU	\$8.17	\$8.54	\$8.92	\$9.32	\$9.74	\$10.18
Rate Change		+4.5%	+4.5%	+4.5%	+4.5%	+4.5%
SEWER RATES						
Wastewater Base Rate per ERU - Inside City	\$21.52	\$20.55	\$19.83	\$19.34	\$19.53	\$19.92
Wastewater Consumption Rate						
All Usage	\$7.46	\$7.12	\$6.87	\$6.70	\$6.77	\$6.91
Rate Change		-4.5%	-3.5%	-2.5%	1.0%	2.0%
Typical monthly bill based on 4,500 gallons consumption	\$88.05	\$87.05	\$86.76	\$87.11	\$89.29	\$92.06

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO CHAPTER 27 OF THE CITY’S CODE, ENTITLED “WATER AND SEWERS”; ARTICLE I. ENTITLED “WATER AND SEWER UTILITIES”, AT SECTION 27-5, ENTITLED “COMMENCEMENT OF CHARGES,” AUTHORIZES THE AMENDMENT OF WATER AND SEWER RATES BY RESOLUTION, IN ORDER TO UPDATE THE RESIDENTIAL AND COMMERCIAL COMPONENT OF THE WATER RATE STRUCTURE AND TO UPDATE THE WATER AND SEWER RATES FOR THE NEXT FIVE YEARS (2024 THROUGH 2028); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2022, the City hired Public Utility Management and Planning Services, Inc. (PUMPS) as the City’s Consultant to conduct a water and sewer rate study, ensuring that adequate funding is available to support all utility costs, including but not limited to debt service requirements, water and sewer operations, and future capital improvements; and

WHEREAS, the PUMPS has developed a five-year schedule of water and sewer rates for fiscal years 2024-2028, as delineated in the attached Exhibit A; and

WHEREAS, the City Commission supports such adjustment to the water and sewer rates pursuant to this Resolution, as authorized by Section 27-5 of the City’s Code of Ordinances, in order to equitably allocate the cost of services to all customers which necessitates adjustments to the monthly charges for both water and sewer services.

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

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

Section 2. That the proper City officials are authorized to implement the five-year water and sewer rate schedule, as authorized pursuant to Section 27-5, entitled “Commencement of Charges”, and as more specifically delineated in Exhibit “A”, which is attached to and incorporated by reference into this Resolution. The rates are being established for fiscal years 2024-2028, for both water and sewer utility services.

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

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

PASSED AND ADOPTED on June 13, 2023.

ATTEST:

ELORA RIERA, CMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A

Description	2022	2023	2024	2025	2026	2027	2028
Existing and Proposed Water Rates:							
Water Base Rate per ERU	\$14.55	\$14.55	\$15.20	\$15.89	\$16.60	\$17.35	\$18.13
Water Consumption Rate							
0 - 5,000 Gallons/ERU	\$4.09	\$4.09	\$4.27	\$4.47	\$4.67	\$4.88	\$5.10
5001-14,000	\$6.54	\$6.54	\$6.83	\$7.14	\$7.46	\$7.80	\$8.15
Above 14,000 Gallons/ERU	\$8.17	\$8.17	\$8.54	\$8.92	\$9.32	\$9.74	\$10.18
Water Consumption Rate - Inside City (Irrigation)		0.0%	4.5%	4.5%	4.5%	4.5%	4.5%
All Usage							
Existing and Proposed Wastewater Rates:							
Wastewater Base Rate per ERU - Inside City	\$21.52	\$21.52	\$20.55	\$19.83	\$19.34	\$19.53	\$19.92
Wastewater Consumption Rate - Inside City							
All Usage	\$7.46	\$7.46	\$7.12	\$6.87	\$6.70	\$6.77	\$6.91
		0.0%	-4.5%	-3.5%	-2.5%	1.0%	2.0%
Typ SF 4500/mo	\$88.05	\$88.05	\$87.05	\$86.76	\$87.11	\$89.29	\$92.06

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY CONSTRUCTION (DANI-017) TO BE IMPLEMENTED BY THE CITY OF DANIA BEACH, AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF SEVEN MILLION TWO HUNDRED TWELVE THOUSAND DOLLARS (\$7,212,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ILA-SURTAX-1stAMEND-SE-DRNGE-061323, R-2023- Broward County Interlocal Agreement - Surtax Funded Transportation Project - First Amendment, R-2023- Broward County Interlocal Agreement - Surtax Funded Transportation Project - First Amendment - Exhibit A



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: REQUEST TO APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION
SURTAX FUNDING FOR THE CONSTRUCTION OF THE SOUTHEAST
DRAINAGE PROJECT**

Request

The Public Services Department (PSD) requests approval of the First Amendment to the Interlocal Agreement with Broward County for Transportation Surtax funding for the construction of the Southeast Drainage Project.

Background

In 2018 Broward County voters approved a 30-year sales surtax, known as the “Penny for Transportation” initiative. This surtax is allocated for funding statutorily permissible transportation expenditures, with the aim of improving transportation infrastructure and services throughout the county.

The City Commission approved Resolution 2021-064, thereby entering into an Interlocal Agreement for the Surtax-funded Southeast Drainage Project. The city desires to amend the agreement to include the construction documents, deliverables, and funding, and extend the term to allow for the construction of Phase I of SE Drainage Project.

Budgetary Impact

The City will receive \$7,212,000 in transportation surtax funding for the Southeast Drainage Project.

\continued...

RESOLUTION NO. 2019-0012
APPROVE THE FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR TRANSPORTATION
SURTAZ FUNDING FOR THE CONSTRUCTION OF THE SOUTHEAST
DRAINAGE PROJECT

Recommendation

PSD recommends that the City Commission approve the resolution to enter into Interlocal Agreement which is the First Amendment to the Interlocal Agreement with Broward County for Surtax funding for the Southeast Drainage Project.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: STORMWATER IMPROVEMENTS-DRAINAGE/RESILIENCY CONSTRUCTION (DANI-017) TO BE IMPLEMENTED BY THE CITY OF DANIA BEACH, AND FUNDED WITH TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF SEVEN MILLION TWO HUNDRED TWELVE THOUSAND DOLLARS (\$7,212,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, all projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding the funding of the Southeast Drainage Project- Design; and

WHEREAS, the parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project known as the Stormwater Improvements – Drainage/Resiliency (DANI-017) Project dated May 20, 2021 (the “Agreement”), to design drainage improvements in the Southeast area of the City; and

WHEREAS, the City and Broward County now desires to amend the agreement to include the construction documents, deliverables, funding, and extend the term to allow for construction of Phase I of the Stormwater Improvements Drainage/Resiliency (DANI-017) Project.

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

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

Section 2. That the proper City officials are authorized to execute the First Amendment to the Interlocal Agreement with Broward County, Florida, a political subdivision of the state of Florida, to provide Transportation Surtax funding for construction of the Southeast Drainage Project, in the amount of Seven Million Two Hundred Twelve Thousand Dollars (\$7,212,000.00) a copy of which Agreement is attached as Exhibit “A”.

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

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

PASSED AND ADOPTED on June 13, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
STORMWATER IMPROVEMENTS – DRAINAGE/RESILIENCY (DANI-017)**

This is the First Amendment ("First Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project known as the Stormwater Improvements – Drainage/Resiliency (DANI-017) project, dated May 20, 2021 (the "Agreement"), to design drainage improvements in a region in the City of Dania Beach bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east.

B. The Agreement expires by its terms on December 31, 2023.

C. The Parties now desire to amend the Agreement to include the construction documents, deliverables, and surtax funding, and extend the Term to allow for construction of Phase I of the Stormwater Improvements – Drainage/ Resiliency (DANI-017) project.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~December 31, 2023~~ **March 30, 2026** ("Initial Term"), unless extended pursuant to Section 4.2.

4. Section 5.4 of the Agreement is amended as follows:

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

Description	Not-To-Exceed Amounts
Phase I - Planning and Preliminary Design	\$73,188.00 <u>\$73,187.82 Completed</u>
Phase II - Design	\$781,784.00 <u>\$504,664.53 Completed</u>
<u>Phase III – Construction (inclusive of CEI services and 5% contingency)</u>	<u>\$6,634,147.65</u>
Reimbursables	\$10,468.00
MAXIMUM FUNDING AMOUNT:	\$865,440.00 <u>\$7,212,000.00</u>

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

5. Section 11.6, “Notices” is amended as follows:

...

Broward County Administrator

Attn: ~~Bertha Henry~~ **Monica Cepero**

Government Center

115 South Andrews Avenue, Room 409

Fort Lauderdale, Florida 33301

Email address: ~~bhenry@broward.org~~ **mcepero@broward.org**

...

6. Section 1 of Exhibit A of the Agreement is amended as follows:

PHASES I AND II – Planning & Preliminary Design and Design

Stormwater Improvements – Drainage/Resiliency (DANI-017)

The purpose of the Project is to address current flooding issues at the neighborhood bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south and SE 5th Avenue to the east (“the Improvements”), as further explained in the Scope of Services in the Municipality’s November 23, 2020 Solicitation for Design Services (the “Solicitation”) (The Solicitation is attached to this Exhibit A and is entitled “Attachment 1 to Exhibit A.”). Within these limits, there are priority areas located at the current low spots that result in traffic disruptions and repeated private property losses due to flooding. The Project area is about 103 acres and is in a low-lying area within the basin, which receives runoff from the west. The Improvements should consider a contribution area of approximately 190 acres. The contributing area of 190 acres is bounded by SE 2nd St and SE 3rd Street to the north, state road US-1 to the west, SE 10th Street to the south and SE 5th Avenue to the east. The storm event to be modeled for the proposed solutions will be a storm event of 3-day duration and 25 year return frequency, with flooding duration of less than 6 hours, with less than 2 inches of flooding at the crown of the road.

The Municipality is seeking drainage solutions (ie. Replacement of two pump stations, drainage wells, exfiltration trenches, stormwater infrastructure, etc.) to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs.

PHASE III – Construction Phase I

Construction of stormwater improvements, excluding utility adjustments, in accordance with the Signed and Sealed Plans and Specifications for this Project dated April 14, 2023, incorporated by reference.

7. Section 2 of Exhibit A of the Agreement is amended as follows:

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable. **Deliverables 3(a)-3(d) are more expressly delineated in First Amendment's Attachment 2 to Exhibit A to the Agreement.**

DELIVERABLES:

No.	Description	Duration/Deadline	Acceptance Criteria
	Phase 1- Planning and Preliminary Design <u>(Completed)</u>		
1	Basis of Design Report	45 days after Design Notice to Proceed	Project Manager Acceptance of Basis of Design Report
2	30% Design Submittal	60 days after acceptance of Basis of Design Report	Project Manager acceptance of 30% design
	Phase II – Design		
3	60% Design Submittal	40 days after comments to the 30% Design Submittal	Project Manager acceptance of 60% design
4	Permitting	120 days after approval of Deliverable 3	Permits
5	90% Design Submittal	30 days after comments to 60% Design Submittal	Project Manager acceptance of 90% design
6	100% Design Submittal	134 days after approval of Deliverable 3	Project Manager acceptance of 100% design
7	Public Information	Throughout the Project Duration	Documentation of public notices and project updates
	Phase III – Construction		
8	Bidding Support	Subject to Client/Owner Internal Procurement Process	

No.	Description	Duration/Deadline	Acceptance Criteria
	Phase 1- Planning and Preliminary Design (Completed)		
1	Basis of Design Report	45 days after Design Notice to Proceed	Project Manager Acceptance of Basis of Design Report
9	Design Services During Construction and CEI Services	Until Project Final Completion	

No.	Description	Duration/Deadline	Acceptance Criteria
	<u>Phase III – Construction Phase I</u>		
<u>1</u>	<u>City’s Execution of First Amendment to ILA between the County and City</u>	<u>July 1, 2023</u>	<u>ILA Amendment executed by Municipality</u>
<u>2</u>	<u>Project Construction Advertising Bid, Award, Construction Contract execution</u>	<u>October 31, 2023</u>	<u>Approved Solicitation; Fully Executed Construction Agreement</u>
<u>3</u>	<u>Notice to Proceed (“NTP”) and Commencement</u>	<u>November 7, 2023</u>	<u>NTP Issued by Municipality</u>
<u>3a</u>	<u>Roadway and Drainage Phase 1A</u>	<u>March 30, 2024</u>	<u>Proof of Expenditure by Municipality</u>
<u>3b</u>	<u>Roadway and Drainage Phase 1B</u>	<u>August 15, 2024</u>	<u>Proof of Expenditure by Municipality</u>
<u>3c</u>	<u>Pump Station and Treatment Unit Phase 1C</u>	<u>April 30, 2025</u>	<u>Proof of Expenditure by Municipality</u>
<u>3d</u>	<u>Force Maintenance and Injection Wells Phase 1D</u>	<u>October 15, 2025</u>	<u>Proof of Expenditure by Municipality</u>
<u>4</u>	<u>Substantial Completion</u>	<u>October 15, 2025</u>	<u>Includes punchlist items, final inspections, and non-substantial work items</u>
<u>5</u>	<u>Final Completion</u>	<u>November 30, 2025</u>	<u>Project Certified/Final Payment Issued</u>

5. Section 3 of Exhibit A of the Agreement is amended as follows:

Phase – Planning and Preliminary Design and Design (Completed)**Estimated Completion**

Execution of ILA between County and Town:	May 1, 2021,
Consultant Agreement Execution:	May 1, 2021 -May 31, 2021
Notice to Proceed Issued:	May 1, 2021 – May 31, 2021
Planning, Preliminary Design, and Design	June 2021- March 1, 2022
Design Completion:	March 31, 2022

Phase – Construction Phase I**County's execution of First Amendment to ILA****July 8, 2023****Bid Advertisement****July 8, 2023****Bid Award and Construction Contract Execution****October 31, 2023****Notice to Proceed****November 7, 2023****Substantial Completion****October 15, 2025****Final Project Completion****November 30, 2025**

6. The second half of Exhibit B of the Agreement is amended as follows:

Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below which funds shall be used only for the applicable Deliverable or Phase. Upon completion of the applicable deliverable or phase, Municipality shall submit documentation to County demonstrating the actual expenditures and the total amount of funds received for that deliverable and not yet expended, which amounts shall be credited toward the subsequent deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable or Phase until all prior Deliverables or Phases have been satisfactorily completed. Municipality may not invoice for a Deliverable or Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Deliverable/Phase Description	Maximum Not-to-Exceed Amount
Phase I – Planning and Preliminary Design	
Deliverable 1: Basis of Design Report	\$73,187.82
Deliverable 2: Investigations and 30% Design	\$201,041.55
Phase II - Design	
Deliverable 3: 60% Detailed Design	\$101,208.34
Deliverable 4: Permitting	\$79,545.15
Deliverable 5: 90% Design Submittal	\$71,012.18
Deliverable 6: 100% Design Drawings (IFC)	\$51,857.31
Deliverable 7: Public Involvement	\$36,780.27
Reimbursables	10,468.13

Total Phase I and Phase II	\$625,100.75 <u>\$577,852.35</u>
<u>Phase III – Construction Phase I</u>	
Deliverable 8: Bidding Support	\$20,172.61
Deliverable 9: Design Services During Construction	\$220,166.64
<u>Phase III(a) – Roadway and Drainage Phase 1A</u>	<u>\$1,658,536.91</u>
<u>Phase III(b) - Roadway and Drainage Phase 1B</u>	<u>\$1,658,536.91</u>
<u>Phase III(c) - Pump Station and Treatment Unit Phase 1C</u>	<u>\$1,658,536.91</u>
<u>Phase III(d) - Force Maintenance and Injection Wells Phase 1D</u>	<u>\$1,658,536.91</u>
<u>Total Phase III – Construction Phase I</u>	<u>\$6,634,147.65</u>
<u>GRAND TOTAL</u>	<u>\$865,440.00</u> <u>\$7,212,000.00</u>

7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this First Amendment 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 any other.

9. The Parties agree and acknowledge that through the effective date of this First Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

10. The effective date of this First Amendment shall be the date of complete execution by the Parties.

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

(The remainder of this page is blank.)

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

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2023

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

By _____
Gavin Rynard (Date)
Assistant County Attorney

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

AJW/gpr
DANI-017 – First Amendment
05/19/2023
#23-114.01

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
DANIA BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
STORMWATER IMPROVEMENTS – DRAINAGE/RESILIENCY (DANI-017)**

MUNICIPALITY

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, CITY CLERK

By: _____
CITY MANAGER

ANA M. GARCIA
Print Name

_____ day of _____, 20____

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

EVE A. BOUTSIS, City Attorney

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 12.5, ENTITLED “FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS”; BY AMENDING SECTIONS 12.5-2. ENTITLED “ISSUANCE AND REVOCATION OF BUSINESS TAX RECEIPT”; AND SECTION 12.5-3, ENTITLED “JUDICIAL REMEDY BY CIRCUIT COURT”; AND AMENDING CHAPTER 21 ENTITLED “SALES AND AUCTIONS; AT ARTICLE IV ENTITLED “AUCTIONS AND AUCTIONEERS”; AT SECTION 21-52 ENTITLED “ISSUANCE AND REVOCATION OF LICENSE” TO REQUIRE ALL THE FOLLOWING USES: FORTUNETELLERS, PALMISTS, CLAIRVOYANTS, ASTROLOGERS, AND AUCTIONEERS ADHERE TO SPECIAL BUSINESS TAX RECEIPT REQUIREMENTS; WHICH REQUIREMENTS ARE AMENDED TO PROVIDE ADMINISTRATIVE REVIEW BY STAFF AND DE NOVO APPEAL TO THE CITY COMMISSION, AFTER PUBLIC HEARING, AND AN APPEAL TO COURT OF THE CITY COMMISSION DECISION; SALES AND AUCTIONS”

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo on ordinance amending 12.5 and 21 as to auctioneers and palm readers, O-2023 - Amending Chapter12.5 Entitled Fortunetellers Palmists Clairvoyants and Astrologers



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

SUBJECT: First Reading Ordinance – Amending Chapter 12.5, “Fortunetellers, Palmists, Clairvoyants and Astrologers” and Amending Chapter 21, “Sales And Auctions” at Article IV, “Auctions and Auctioneers”; at Section 21-52, “Issuance and Revocation of License”

Digitally signed by Eve A.
Boutsis
Date: 2023.06.01 08:48:16
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The Request:

To amend Chapter 12.5, “Fortunetellers, Palmists, Clairvoyants and Astrologers” and amend Chapter 21, “Sales And Auctions” at Article IV, “Auctions and Auctioneers”; at Section 21-52, “Issuance and Revocation of License”, to modify the Code so that the administration annual approves these uses, and providing for an appeal to the City Commission.

Background

On April 10, 1990, the City Commission adopted Ordinance 20-90, which created chapter 12.5, entitled “Fortunetellers, Palmists, Clairvoyants and Astrologers”. On March 27, 2007, the City Commission adopted Ordinance No. 2007-004 amending Chapter 12.5, to change the occupational license requirement to conform to state law as a Business Tax Receipt (BTR). Chapter 12.5 provides special procedures, including special insurance, bonding requirement, and annual review of the BTRs for the following uses: fortunetellers, palmists, clairvoyants and astrologers.

Chapter 21 entitled “Sales and Auctions”; at Article IV entitled “Auctions And Auctioneers”; at Section 21-52 entitled “Issuance And Revocation of License”, provides that auctioneers are required to adhere to the same occupational license requirements as for fortunetellers, palmists, clairvoyants and astrologers in Chapter 12.5.

Under the existing code, the City Administration needs to come to the City Commission on an annual basis with a recommendation to authorize the continued approval of the BTRs for these uses. Under the proposed amendment, the process shall remain materially the same, except that the annual review shall be done administratively, versus by the City Commission, and any denied application would be heard by the City Commission as an appeal.

To date, the City Commission is not aware of any licenses that have been revoked. Under the existing code, the City Administration needs to come to the City Commission on an annual basis with a recommendation to authorize the continued approval of the BTRs for these uses, and the process appears to be unnecessarily burdensome. BSO and Code Compliance have no objection to the modification of the code to an administrative process, with an appeal to the City Commission, should a BTR be revoked.

Recommendation

That the ordinance be approved on first reading.

Budgetary Impact

No budgetary impact.

EAB:la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Frank DiPaolo, Chief Financial Officer

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12.5, ENTITLED “FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS”; BY AMENDING SECTIONS 12.5-2. ENTITLED “ISSUANCE AND REVOCATION OF BUSINESS TAX RECEIPT”; AND SECTION 12.5-3, ENTITLED “JUDICIAL REMEDY BY CIRCUIT COURT”; AND AMENDING CHAPTER 21 ENTITLED “SALES AND AUCTIONS; AT ARTICLE IV ENTITLED “AUCTIONS AND AUCTIONEERS”; AT SECTION 21-52 ENTITLED “ISSUANCE AND REVOCATION OF LICENSE” TO REQUIRE ALL THE FOLLOWING USES: FORTUNETELLERS, PALMISTS, CLAIRVOYANTS, ASTROLOGERS, AND AUCTIONEERS ADHERE TO SPECIAL BUSINESS TAX RECEIPT REQUIREMENTS; WHICH REQUIREMENTS ARE AMENDED TO PROVIDE ADMINISTRATIVE REVIEW BY STAFF AND DE NOVO APPEAL TO THE CITY COMMISSION, AFTER PUBLIC HEARING, AND AN APPEAL TO COURT OF THE CITY COMMISSION DECISION; SALES AND AUCTIONS”;; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 10, 1990, the City Commission adopted Ordinance 20-90, which created chapter 12.5, entitled “Fortunetellers, Palmists, Clairvoyants and Astrologers”; and

WHEREAS, on March 27, 2007, the City Commission adopted Ordinance No. 2007-004 amending Chapter 12.5, to change the occupational license requirement to conform to state law as a Business Tax Receipt (BTR); and

WHEREAS, Chapter 12.5 provides special procedures, including special insurance, bonding requirement, and annual review of the BTRs for the following uses: fortunetellers, palmists, clairvoyants and astrologers; and

WHEREAS, Chapter 21 entitled “Sales and Auctions”; at Article IV entitled “Auctions And Auctioneers”; at Section 21-52 entitled “Issuance And Revocation of License”, provides that auctioneers are required to adhere to the same occupational license requirements as for fortunetellers, palmists, clairvoyants and astrologers in Chapter 12.5; and

WHEREAS, under the existing code, the City Administration needs to come to the City Commission on an annual basis with a recommendation to authorize the continued approval of the BTRs for these uses; and

WHEREAS, under the proposed amendment, the process shall remain materially the same, except that the annual review shall be done administratively, versus by the City Commission, and any denied application would be heard by the City Commission as an appeal; and

WHEREAS, to date, the City Commission is not aware of any licenses that have been revoked; and

WHEREAS, under the existing code, the City Administration needs to come to the City Commission on an annual basis with a recommendation to authorize the continued approval of the BTRs for these uses; and

WHEREAS, BSO and Code Compliance have no objection to the modification of the code to an administrative process; and

WHEREAS, the Administration supports the amendment of chapter 12/5 and 21.5.

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 12.5 entitled “Fortunetellers, Palmists, Clairvoyants and Astrologers” is amended as follows:

* * *

Chapter 12.5 FORTUNETELLERS, PALMISTS, CLAIRVOYANTS AND ASTROLOGERS

* * *

Sec. 12.5-2. Issuance and revocation of business tax receipt.

- (a) The City Administration ~~city commission~~ of the City of Dania Beach, Florida, is hereby authorized to grant or renew a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in paragraph (b) of this section and the filing by the applicant of the bond required by section 12.5-5 of this chapter.
- (b) The form on which application shall be made for a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt shall require the following information:
 - (1) Name of applicant;
 - (2) Residence and business address of applicant;

- (3) The length of time for which a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt is desired;
 - (4) A statement as to whether or not the applicant holds, or has held a fortunetelling, palmistry, clairvoyancy or astrology license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew a fortunetelling, palmistry, clairvoyancy or astrology license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked a fortunetelling, palmistry, clairvoyancy or astrology license held by the applicant together with a full and accurate statement as to the reasons for any such revocation;
 - (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto;
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner, ~~except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by an individual holding an unexpired fortunetelling, palmistry, clairvoyancy or astrology business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement;~~
 - (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility, ~~except that the city commission may waive this requirement with respect to an application for renewal of a fortunetelling, palmistry, clairvoyancy or astrology business tax receipt by any individual holding an unexpired business tax receipt issued under this chapter who has in a previous application under this chapter complied with this requirement.~~
- (c) Before issuing a fortunetelling, palmistry, clairvoyancy or astrology license to any individual applying therefor, the City Administration ~~city commission~~ shall refer the application to the Broward County Sheriff's Office who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, ~~except that the may waive this requirement with respect to an application for renewal of an existing business tax receipt by any individual holding an unexpired fortunetelling, city commission palmistry, clairvoyancy or astrology business tax receipt issued under this chapter if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for such business tax receipt under this chapter.~~ The sheriff or his deputy shall cause the investigation herein provided for to be made within a reasonable time and shall certify to the City Administration ~~city commission~~ whether or not the moral character and business responsibility of the applicant is satisfactory.

- (d) A fortunetelling, palmistry, clairvoyancy or astrology business tax receipt may be revoked by the City Administration ~~city commission~~ or an application for issuance or renewal of such business tax receipt may be refused by the City Administration ~~city commission~~, if they determine ~~after notice and hearing~~ that:
- (1) The applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or
 - (2) The application of the applicant or business tax receipt holder contains any false, fraudulent or misleading material statement;
 - (3) The applicant or business tax receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of the business in the city; or
 - (4) The applicant or business tax receipt holder has violated any of the statutes of the State of Florida relating to fortunetelling, palmistry, clairvoyancy or astrology; or
 - (5) The applicant has been convicted of any crime or misdemeanor involving moral turpitude; or
 - (6) The applicant or business tax receipt holder has conducted his or her business in the city in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Appeal of Administrative Determination. An applicant can challenge the denial of an application to the City Commission, which shall be heard after notice. Notice of the hearing ~~provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be.~~ Such ~~The~~ notice shall be mailed, postage prepaid to the applicant or business tax receipt holder ~~as the case may be~~ at his last known address at least ten (10) five (5) days prior to the date set for hearing. The applicant or business tax receipt holder ~~as the case may be~~ shall have the right to be represented at ~~such~~ the hearing by counsel. The City Commission will review the denial de novo (from the beginning).

Sec. 12.5-3. Judicial remedy by circuit court.

Any person aggrieved by any decision of the city commission pursuant to section 12.5.2(c), may, within thirty (30) days from the date of rendition of such decision, apply to the circuit court for the Seventeenth Judicial Circuit in and for Broward County, Florida, for a review of such decision of the City Commission, which said review shall be limited to a petition at common law for a writ of certiorari.

* * *

Section 3. That Chapter 21 entitled “Sales And Auctions” at Article IV entitled “Auctions and Auctioneers”; at Section 21-52, entitled “Issuance and Revocation of License” is amended as follows:

* * *

CHAPTER 21
SALES AND AUCTIONS
ARTICLE IV - AUCTIONS AND AUCTIONEERS

Sec. 21-52. Issuance and Revocation of License

- (a) The City Administration ~~city commission~~ of the City of Dania Beach, Florida, is ~~hereby~~ authorized to grant or renew an auctioneer's business tax receipt for any period of time not exceeding one (1) year to any individual applying therefor on a form to be provided for in section 21-54 of this article and the filing by the applicant of the bond required by the applicant of the bond required by section 21-55 of this article.
- (b) The form on which application shall be made for an auctioneer's business tax receipt shall require the following information:
 - (1) Name of the applicant.
 - (2) Residence and business address of the applicant.
 - (3) The length of time for which an auctioneer's business tax receipt is desired.
 - (4) A statement as to whether or not the applicant holds, or has held an auctioneer's license from any state, municipality, governing body or licensing authority; a list of such licenses and a statement of the time, place and by whom issued; a statement as to whether any state, municipality, governing body or licensing authority has ever refused to issue or to renew an auctioneer's license to the applicant together with a full and accurate statement as to the reasons for any such refusal; and a statement as to whether any state, municipality, governing body or licensing authority has ever revoked an auctioneer's license held by the applicant together with a full and accurate statement as to the reasons for any such revocation.
 - (5) A statement as to whether or not the applicant has ever been convicted of any crime, misdemeanor or violation of any municipal ordinance, and if so, the nature of the offense and the punishment or penalty assessed thereto.
 - (6) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner; ~~except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by an individual holding an unexpired auctioneer's business tax receipt issued under this article and who has in a previous application under this article complied with this requirement;~~
 - (7) The fingerprints of the applicant and the names of at least two (2) reliable property owners of the County of Broward, State of Florida, who will certify as to the applicant's good moral character and business responsibility or in lieu of the names of references any other available evidence as to the good moral character and business responsibility; ~~except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding~~

~~an unexpired auctioneer's business tax receipt issued under this article who has in a previous application under this article complied with this requirement.~~

- (c) Before issuing an auctioneer's business tax receipt to any individual applying therefor the City Administration ~~city commission~~ shall refer the application to the chief of police who shall cause to be made such investigation of the applicant's moral character and business responsibility as he deems necessary for the protection of the public good, ~~except that the city commission may waive this requirement with respect to an application for renewal of an auctioneer's business tax receipt by any individual holding an unexpired auctioneer's business tax receipt issued under this article if an investigation of such applicant's moral character and business responsibility has previously been made under this section in connection with a prior application for an auctioneer's business tax receipt under this article.~~ The chief of police shall cause the investigation ~~herein~~ provided for to be made within a reasonable time and shall certify to the City Administration ~~city commission~~ whether or not the moral character and business responsibility of the applicant is satisfactory.
- (d) An auctioneer's business tax receipt may be revoked by the City Administration ~~city commission~~ or an application for issuance or renewal of such receipt may be refused by the City Administration ~~city commission~~, if it is determined, after notice and hearing:
- (1) That the applicant or business tax receipt holder is not an individual of good moral character and business responsibility; or
 - (2) That the application of the applicant or receipt holder contains any false, fraudulent or misleading material statement; or
 - (3) That the applicant or receipt holder has made any false, fraudulent or misleading material statement in the course of conducting an auction sale of, or in offering for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida; or
 - (4) That the applicant or receipt holder has perpetrated a fraud upon any person whether or not such fraud was perpetrated in the conduct of an auction in the City of Dania Beach, Florida; or
 - (5) That the applicant or receipt holder has violated any of the statutes of the State of Florida relating to auctions or auctioneers; or
 - (6) That the applicant has been convicted of any crime or misdemeanor involving moral turpitude; or
 - (7) That the applicant or receipt holder has conducted an auction sale of, or offered for sale at auction, any real or personal property (goods, wares or merchandise) in the City of Dania Beach, Florida, in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.
- (e) Appeal of Administrative Determination. An applicant can challenge the denial of an application to the City Commission, which shall be heard after notice. ~~Notice of the hearing provided for in paragraph (d) above shall be given in writing to the applicant or business tax receipt holder as the case may be. Such~~ The notice shall be mailed, postage prepaid to the applicant or business tax receipt holder ~~as the case may be~~ at his/her last known address at least ~~ten (10)~~ five (5) days prior to the date set for hearing. The applicant or business tax receipt holder

~~as the case may be~~ shall have the right to be represented at such hearing by counsel. The City Commission will review the denial, de novo (from the beginning). An appeal of the City Commission decision would be pursuant to section 12.5-3.

* * *

Section 4. 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 part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. 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

Agenda Request Item

Type of Request:

Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE CITY'S FORMAL BID PROCESS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL FOR THE CREATION OF A VULNERABILITY ASSESSMENT IN AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$95,500.00)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

ILA with SFRPC Vulnerability Assessment grant, R-2023- ILA with South Florida Regional Planning Counsel - Vulnerability Assessment, Resilient Florida Program Grant Work Plan Bank of Tasks and Deliverables with Planning, Resilient Florida Program Planning Grant Work Plan



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 13, 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: Approval of a resolution to enter into an Interlocal Agreement (ILA) with the South Florida Regional Planning Council (SFRPC).

Digitally signed by
Candido Sosa-Cruz
Date: 2023.06.05
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Request

The Community Development Department requests approval of a resolution to enter into an ILA with SFRPC for a vulnerability assessment.

Background

The Florida Department of Environmental Protection (FDEP) requires all municipalities within the state to conduct a vulnerability assessment of public facilities to flooding and sea level rise. FDEP made grant funding available through the Resilient Florida grant program to assist. On August 31, 2021, the City of Dania Beach applied for a Resilient Florida grant to conduct a vulnerability assessment and was subsequently awarded a grant of \$95,500.00.

The City and SFRPC had previously partnered on a "perils of flood" analysis, so the grant application was written in partnership with the SFRPC to continue the work. The ILA facilitates the creation of the vulnerability assessment funded by Resilient Florida.

Budgetary Impact

The Resilient Florida funding agreement from the FDEP for grant award (22PLN41), is pending and will be used to offset the cost of the agreement with the SFRPC in the amount of \$95,000.

Department Recommendation

The Community Development Department recommends that the City Commission approve the resolution authorizing the City to enter into an ILA with the SFRPC to complete the vulnerability assessment.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE CITY'S FORMAL BID PROCESS AND AUTHORIZE THE PROPER CITY OFFICIALS TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL FOR THE CREATION OF A VULNERABILITY ASSESSMENT IN AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$95,500.00); 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 authorization is approved to do so in advance by a resolution adopted by the City Commission; 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 Florida Department of Environmental Protection (FDEP) requires all municipalities within the state to conduct a vulnerability assessment of public facilities to flooding and sea level rise; and

WHEREAS, the City of Dania Beach and The South Florida Regional Planning Council (SFRPC) desire to collaborate on a vulnerability assessment of public resources within the City of Dania Beach; and

WHEREAS, the City of Dania Beach and the SFRPC previously partnered on a "peril of flood" analysis; and

WHEREAS, the City of Dania Beach and SFRPC wish to enter into an Interlocal Agreement (ILA), attached as Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) is aware of the partnership with the SFRPC as they were part of the application process and FDEP has confirmed that the City is not violating the federal procurement guidelines by awarding the work to SFRPC; and

WHEREAS, the creation of a Vulnerability Assessment is the requirement of the state of Florida and will be required when applying for future FDEP grants;

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

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

Section 2. That the proper City officials are authorized to execute an ILA with the South Florida Regional Planning Council, and the City Manager and the City Attorney are authorized to make minor revisions to the Agreement as are deemed necessary and in the best interest of the City.

Section 3. That the City Commission of the City of Dania Beach approves the ILA with the South Florida Regional Planning Council in a not to exceed amount of Ninety-Five Thousand Five Hundred Dollars (\$95,500.00) for the completion of the Vulnerability Assessment.

Section 4. That funding for this Vulnerability Assessment in the amount of \$95,500.00 will be appropriated within the Grant Fund to GL account 103-15-01-515-31-10.

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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 13, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

RESILIENT FLORIDA PROGRAM IMPLEMENTATION GRANT TASKS AND DELIVERABLES

Select the tasks and associated deliverables for the Project. Example language is shown; revise task and deliverables language as needed. Highlight any changes to template language.

Task #: Match Contribution

Description: The Grantee will conduct _____ *{list tasks and provide description of activities}* to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

Task #: Pre-Design or Feasibility Study

Description: The Grantee will perform a pre-design or feasibility study of _____ *{what is being studied}* and produce a final pre-design or feasibility study report that will detail the scope of the problem in the Project area, outline design options, and identify the tasks required to complete a resolution to the problem. If the Project is located within the “coastal building zone” designated pursuant to Section 161.551, *Florida Statutes*, and Chapter 62S-7, *Florida Administrative Code*, the Grantee will perform a Sea Level Impact Projection study.

Deliverables: The Grantee will submit all final pre-design documents; a feasibility study report or comparable certificate of completion, signed by a Florida-registered Professional Engineer; and, if applicable for the Project, the Sea Level Impact Projection study report.

Task #: Study, Data Collection, and Coordination *{Use when the Grantee is completing research studies, gathering data, etc. The task description should be project-specific and include: 1) the purpose of the study; 2) any activities that will be completed to conduct the study; and 3) what information and/or data will be contained in the report deliverable.}*

Description: The Grantee will collect data, coordinate with necessary entities, and complete a study to *{Revise purpose as needed.}* summarize existing data pertinent to the Project. Activities necessary to complete the study will include: *{List all activities the Grantee will complete to conduct the study. This section should identify all data/information that is being compiled into the report.}* 1) conducting a literature and file search and reviewing, compiling, and summarizing all data pertinent to the Project; 2) performing an inventory of historical and current data sets; and 3) *{Add the following if the study includes monitoring:}* conducting monitoring in accordance with the Department-approved monitoring plan for this project.

Deliverables: The Grantee will submit a *{Name/type of Report}* report containing *{List all activities the Grantee will complete to conduct the study. This section should identify all data/information that is being compiled into the report:}* 1) all of the information and/or data described in this task description, provided in electronic format; 2) a summary report of the process and methodology of the data collection and study development, as well as an overview of any data gaps; 3) *{Add the following if the task includes coordination:}* a summary report from each workshop or meeting, including attendee feedback and

outcomes, as well as a copy of all materials created at each workshop or meeting; and 4) *{Add the following if the task includes monitoring:}* a summary within the report of completed monitoring activities (dates completed, sampling conducted, and any sampling not conducted and why), monitoring results with an interpretation of those results (either as expected or not as expected), along with the draft laboratory report and sampling logs. For final payment, the Grantee will submit the final laboratory report and sampling logs.

Task #: Design and Permitting or Preconstruction Activities *{if other activities are included in this task}*

Description: The Grantee will complete the design *{include description of other activities if not only design}* of _____ *{what is being designed}* and obtain all necessary permits for construction of the Project.

OR

Description: The Grantee will acquire professional services for the engineering and design of _____ *{what is being designed}* and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies. *{Include this sentence if the Design of the Project will not be completed with the grant funds provided in this Agreement:}* The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. If applicable, the Grantee will also submit final permit documents from all appropriate state and federal regulatory agencies.

Task #: Project Management

Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit project management reports signed by a Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task #: Bidding and Contractor Selection *{required to be included prior to construction if the Project includes construction}*

Description: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process in order to select one or more qualified and licensed contractors to complete construction of the ____ *{description of what is being constructed}*.

Deliverables: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of the selected contractor(s).

Task #: Construction

Description: The Grantee will construct _____ *{description of what is being constructed}* in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. *{Include this sentence if the construction of the Project will not be completed with the grant funds provided in this Agreement:}* The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

Task #: Monitoring

Description: The Grantee will conduct monitoring in accordance with the Department-approved Quality Assurance Project Plan (QAPP) or other Department-approved monitoring plan for this project. *{If the procedures are not covered in the QAPP, then include in deliverables.}*

Deliverables: The Grantee will submit a summary of completed monitoring activities for the time period covered in the payment request. For the final documentation, the Grantee will also submit: 1) a final report of its monitoring activities (dates completed, sampling conducted, and any sampling not conducted and why); 2) a summary of monitoring results; and 3) an interpretation of those results (either as expected or not as expected).

{OR when monitoring is required by permit:}

Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area, as necessary and required by permit. The Grantee must submit work products to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: The Grantee will submit: 1) a copy of all completed monitoring data, surveys, and final reports for the permit-required work; and 2) documentation of submittal to the appropriate state or federal regulatory agencies.

Task #: Stakeholder Engagement and Public Education

Description: *{This task is variable in the types of work and deliverables submitted; revise as needed.}* The Grantee will engage with stakeholders and focus groups and may provide public education information about the Project and its benefits in the following formats: *{Example activities; select as appropriate to project; revise and include relevant details, such as type of Public Service Announcements (PSAs), as necessary.}* 1) printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) PSAs; 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).

Deliverables: *{This task is variable in the types of work and deliverables submitted; revise as needed.}* The Grantee will submit the following: 1) a copy of printed material for distribution, such as brochure(s), postcard(s), door hanger(s), and display board(s), in PDF format, along with the number of such items that were distributed and where; 2) a link to the website posting(s) or website page(s) developed for this task; 3) a screenshot or copy of social media posting(s) in PDF format; 4) a copy of the kiosk/sign(s) text and graphics and dated photograph(s) of when such kiosk/sign(s) were installed at the project location; 5) a summary report from each workshop or meeting, including attendee feedback and outcomes; 6) all materials created at each workshop or meeting, as applicable; and 7) a copy of the effectiveness survey(s) and a summary of the results of such.

Task #: Equipment Purchase

Description: *{Identify equipment or other items being purchased. Example shown for equipment; revise as needed.}* The Grantee will purchase the following equipment: *{list item name and quantity}*. Installation by the vendor is included.

Deliverables: The Grantee will submit the purchase order(s) and vendor invoice(s) for delivery and installation of the equipment, as well as any other necessary costs (as applicable).

Task #: Land Acquisition

Description: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the *{location:}* _____. Costs related to pre-acquisition and acquisition activities will be reimbursable. These property interests will be held by the Grantee.

Deliverables: The Grantee will submit copies of: 1) all appraisals; 2) either the closing statement or all closing documents; 3) title exam/insurance; 4) a property survey; 5) a boundary map; and 6) the deed, recorded easement, or property interest.

Task #: Site Clean Up

Description: The Grantee will clean up the site in compliance with the *{revise as needed:}* _____ *{final design and engineering plans, and/or state and federal permits}* and in accordance with the construction contract documents.

Deliverables: The Grantee will submit: 1) dated color photographs of ongoing work representing the time period covered in the Grantee's Certification of Payment Request; and 2) a signed acceptance of the completed work to date, as provided in the Grantee's payment request.

{Alternative deliverable language when a task is performed by the Grantee:}

Deliverable: Documentation of work completed by the Grantee's staff, including records signed by the Grantee detailing: 1) the days/hours of operation for personnel; 2) equipment leases; 3) fuel expenses; and 4) the use of supplies.

PLANNING GRANT TASKS AND DELIVERABLES
BASED ON STANDARDIZED VULNERABILITY ASSESSMENT: SCOPE OF WORK
GUIDANCE

Tasks are marked as recommended or required, pursuant to Section 380.093, Florida Statute. Select the tasks and associated deliverables for the Project. Example language is shown; revise task and deliverables language as needed. Highlight any changes to template language.

Task 1: Kick Off Meeting (recommended)

Description: After a notice-to-proceed is issued, the Grantee will meet to develop an overall project management plan and to address initial actions. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following: 1) a draft list of steering committee members; 2) kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and 3) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee (recommended)

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings (recommended)

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation; 3) a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and 4) a summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1 (recommended)

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data (required)

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in [Section 380.093, Florida Statute \(F.S.\)](#). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in [s. 380.093\(2\) 1-4, F.S.](#) GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the National Oceanic and Atmospheric Administration (NOAA) most recent intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in [s. 380.093\(2\) 1-4, F.S.](#)

Task 6: Exposure Analysis (required)

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to [s. 380.093, F.S.](#) GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis (required)

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task #8: Public Outreach Meeting #2 (recommended)

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder,

resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task #9: Identify Focus Areas (recommended)

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the [Florida Adaptation Planning Guidebook](#). Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task #10: Final Vulnerability Assessment Report, Maps, and Tables (required)

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in [s. 380.093, F.S.](#) and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in [s. 380.093, F.S.](#); 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task #11: Public Presentation (recommended)

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and

increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes.

Task 12: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in Section 163.3178(2)(f), *Florida Statutes*.

Deliverables: Draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in Section 163.3178(2)(f), *Florida Statutes*. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, *Florida Statutes*, be consistent with Chapter 161, *Florida Statutes*; and
6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

{Additional performance measures for the Peril of Flood Compliance task:}

Performance Measures: The Department's Grant Manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with Section 163.3178(2)(f), *Florida Statutes*. DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, *Florida Statutes*.

Technical Guidance: Based on the analysis performed, draft comprehensive plan amendments must address the requirements of [s. 163.3178\(2\)\(f\), F.S.](#), Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in [s.](#)

[163.3178\(2\)\(f\), F.S.](#) The Department's grant manager will provide the deliverable to the Department of Economic Opportunity (DEO) for preliminary review to ensure compliance with [s. 163.3178\(2\)\(f\), F.S.](#) DEO will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under [s. 163.3178\(2\)\(f\), F.S.](#)

Task 13: Local Mitigation Strategy

Description: The results of the Vulnerability Assessment (VA) can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: 1) Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; 2) Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and 3) the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. *Agreement No.***

ATTACHMENT 3

PROJECT TITLE: *Insert Project Title*

PROJECT LOCATION: The Project is located in *Insert City, Town or Municipality* within *Insert County* County, Florida.

PROJECT DESCRIPTION:

Insert a Brief summary of the project. Include a description of what work will be performed and/or completed with the grant funds

TASKS AND DELIVERABLES: *[Maintain the appropriate tasks and deliverables for the project. Input the number for each task. Example language is provided; revise description and deliverables as needed. Highlight changes to template language for subsequent reviewer awareness.]*

Task *Insert Task # – Insert Task Title*

Description: *Insert a brief description of the work that will be completed under this specific task. Revise as needed for the project.*

Deliverables: *Insert Deliverables - Clearly list and provide detail*

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear. *[Task due dates should be set to three (3) or six (6) months prior to the Agreement expiration/end date. If multiple budget categories are needed for a single task, use the "Split-Cells" option to add additional budget categories. Remove Local Amount column if not applicable.]*

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Match Contribution	Select Category	\$ 0	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
2	Insert Task Title	Select Category	\$ Insert \$ amount	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
3	Insert Task Title	Select Category	\$ Insert \$ amount	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
4	Insert Task Title	Select Category	\$ Insert \$ amount	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
5	Insert Task Title	Select Category	\$ Insert \$ amount	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
6	Insert Task Title	Select Category	\$ Insert \$ amount	\$ Insert \$ amount	\$ Insert \$ amount	7/1/2021	3/30/2024
Total:			\$ Insert Total	\$ Insert Total	\$ Insert Total		

[OPTIONAL PROJECT TIMELINE AND BUDGET DETAIL TABLES: The task timelines are shown separately from the budget detail. This option should only be used if there are multiple budget categories for each task that make the combined table (above) too complicated.]

PROJECT TIMELINE: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear. *Task due dates should be set to three (3) or six (6) months prior to the Agreement expiration/end date.*

Task No.	Task Title	Task Start Date	Task Due Date
1	Enter Task Title	Select Date	Select Date
2	Enter Task Title	Select Date	Select Date
3	Enter Task Title	Select Date	Select Date
4	Enter Task Title	Select Date	Select Date

5	<i>Enter Task Title</i>	<i>Select Date</i>	<i>Select Date</i>
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BUDGET DETAIL: *[Include the budget category or categories for each task and input the total respective funding amount. Delete non-applicable categories, the Total for Task, and Local Amount if not needed.]*

Task No.	Task Title	Budget Category	DEP Amount	Local Amount
1	Insert Task Title	Contractual Services	\$ Insert \$ amount	\$ Insert \$ amount
		Miscellaneous/Other Expenses	\$ Insert \$ amount	\$ Insert \$ amount
		Salary	\$ Insert \$ amount	\$ Insert \$ amount
		Fringe Benefits	\$ Insert \$ amount	\$ Insert \$ amount
		Equipment	N/A	\$ Insert \$ amount
Total for Task:			\$ Insert \$ Total	\$ Insert \$ Total
2	Insert Task Title	Contractual Services	\$ Insert \$ amount	\$ Insert \$ amount
		Miscellaneous/Other Expenses	\$ Insert \$ amount	\$ Insert \$ amount
		Salary	\$ Insert \$ amount	\$ Insert \$ amount
		Fringe Benefits	\$ Insert \$ amount	\$ Insert \$ amount
		Equipment	N/A	\$ Insert \$ amount
Total for Task:			\$ Insert \$ Total	\$ Insert \$ Total
3	Insert Task Title	Contractual Services	\$ Insert \$ amount	\$ Insert \$ amount
		Miscellaneous/Other Expenses	\$ Insert \$ amount	\$ Insert \$ amount
		Salary	\$ Insert \$ amount	\$ Insert \$ amount
		Fringe Benefits	\$ Insert \$ amount	\$ Insert \$ amount
		Equipment	N/A	\$ Insert \$ amount
Total for Task:			\$ Insert \$ Total	\$ Insert \$ Total
4	Insert Task Title	Contractual Services	\$ Insert \$ amount	\$ Insert \$ amount
		Miscellaneous/Other Expenses	\$ Insert \$ amount	\$ Insert \$ amount
		Salary	\$ Insert \$ amount	\$ Insert \$ amount
		Fringe Benefits	\$ Insert \$ amount	\$ Insert \$ amount
		Equipment	N/A	\$ Insert \$ amount
Total for Task:			\$ Insert \$ Total	\$ Insert \$ Total
5	Insert Task Title	Contractual Services	\$ Insert \$ amount	\$ Insert \$ amount
		Miscellaneous/Other Expenses	\$ Insert \$ amount	\$ Insert \$ amount
		Salary	\$ Insert \$ amount	\$ Insert \$ amount
		Fringe Benefits	\$ Insert \$ amount	\$ Insert \$ amount
		Equipment	N/A	\$ Insert \$ amount
Total for Task:			\$ Insert \$ Total	\$ Insert \$ Total
Project Total:			\$ Insert \$ Total	\$ Insert \$ Total
Percentage Match:			% Insert Match	% Insert Match

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked

DEP Agreement No.: *Agreement No.*

will be provided. *[Example rates provided, revise as needed. Include all possible position titles that may be used for the task(s). May list fixed hourly rate and fringe rate. Optional: use Maximum Hourly Rate and Maximum Fringe Rate (%) in the table header below if the rates will be variable for the position title, as long as they can charge at or below those rates and provide information upon request.]*

[OPTIONAL SALARY/FRINGE BENEFITS: If the "For Actual Costs" option is selected in Attachment 2, Grantee must remove the Fringe Rate column in the table below and then use the following statement:]

Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

Task No.	Position Title	Hourly Rate	Fringe Rate (%)
1	Engineer III	\$68.60	22.4
	Environmental Specialist I	\$50.48	22.4
	Associate Environmental Specialist	\$56.80	30.0
	Engineering Technician I	\$48.58	30.0
2	Engineer III	\$68.60	22.4
	Environmental Specialist I	\$50.48	22.4
	Associate Environmental Specialist	\$56.80	30.0
	Engineering Technician I	\$48.58	30.0
3	Engineer III	\$68.60	22.4
	Environmental Specialist I	\$50.48	22.4
	Associate Environmental Specialist	\$56.80	30.0
	Engineering Technician I	\$48.58	30.0
4	Engineer III	\$68.60	22.4
	Environmental Specialist I	\$50.48	22.4
	Associate Environmental Specialist	\$56.80	30.0
	Engineering Technician I	\$48.58	30.0

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Consent
Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

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 SEVEN (7) 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. *(Reconsideration) (City Attorney)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Outside Legal Services after reconsideration, R-2023-042 Authorization to Enter Into Agreement for 12 Outside Legal Counsel Firms - RFQ 22-031



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis** Digitally signed by Eve A. Boutsis
Date: 2023.06.05 11:31:26 -04'00'

SUBJECT: **Approving List for Outside Legal Counsel Services**

The Request

To approve a list for outside legal counsel services. This item was approved at the May 9th, 2023 City Commission meeting. The City Commission reconsidered the item on May 23, 2023 due to the Mayor's request. At the June 13, 2023 Commission Meeting the City Commission will reconsider the Resolution. The Mayor will be recusing himself from the vote due to the application for legal services by Ryan and Ryan PA.

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. 2023-042

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:

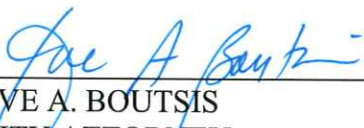


ELORA RIERA, MMC
CITY CLERK



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:

Bids and
Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 2023-001, ENTITLED “INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS” TO VEIT NATIONAL CORPORATION IN AN AMOUNT NOT TO EXCEED TWO MILLION FORTY ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-BIDAWARD-ITB-VEITNATL-061323 (005), R-2023- Authorizing Bid Award for I and I Study to Veit National Corporation (ITB 23-001)



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO AWARD BID ITB NO. 2023-001” INFILTRATION AND
INFLOW REMOVAL PHASE II - MAINLINE REPAIRS”**

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the approval to award BID ITB No. 2023-001 “Infiltration and Inflow Removal Phase II- Mainline Repairs (I&I Phase II)” to Veit National Corporation in the amount of \$2,041,450.00.

Background

The City is pursuing a sewer investigation project to identify and reduce inflow issues. The inflow of rainwater into our sewer system, whether by infiltration or more directly, is detrimental. This additional load of water into the system leads to increased costs for our wastewater treatment process. The I&I Phase II project consists of smoke testing of the sanitary sewer system, identifying leaks, inspecting manholes, and GIS mapping of problem areas. Veit National Corporation has been selected to provide engineering and technical support services for this project.

Budgetary Impact

Funding for the I&I Phase II project is available in the Water Fund Infrastructure Improvements other than Bldgs. Account No. 401-33-03-533-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt a resolution authorizing the approval to award BID ITB No. 23-001 “Infiltration and Inflow Removal Phase II- Mainline Repairs” to Veit National Corporation.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 2023-001, ENTITLED “INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS” TO VEIT NATIONAL CORPORATION IN AN AMOUNT NOT TO EXCEED TWO MILLION FORTY ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has conducted a sewer investigation project that identified infiltration and inflow issues, which project consisted of smoke testing to identify leaks and create a GIS map of problem areas to be repaired that will subsequently lead to cost savings in wastewater treatment; and

WHEREAS, the Public Services Department engaged Public Utility Management Planning Services Inc. (PUMPS) to prepare and evaluate bid documents for the necessary repairs; and

WHEREAS, on January 30, 2023, the City issued an Invitation to Bid (“ITB”) No. 2023-001 for “Infiltration and Inflow Removal Phase II Mainline Repairs” Project; and

WHEREAS, on March 3, 2023, the City received two responses to ITB No. 2023-001, shown below:

- | | |
|---------------------------|-----------------|
| 1. Miller Pipeline, LLC . | \$2,399,500.00 |
| 2. Veit National Corp. | \$2,041,450.00. |

WHEREAS, the Bid Committee, consisting of the Deputy Director/City Engineer, Project Manager, and Capital Improvement Projects and Grants Administrator, reviewed the bid responses, which were further reviewed by PUMPS, resulting in the selection of Veit National Corporation as the most qualified, responsive bidder.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Veit National Corporation for the repairs to the City's sewer system in an amount not to exceed Two Million Forty-One Thousand Four Hundred Fifty Dollars (\$2,041,450.00).

Section 3. That Fiscal Year 2022 carryover funding for this Project in the amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) is currently available in account number 402-35-20-535-63-10 and that additional funding in the amount of Nine Hundred Forty-One Thousand Four Hundred Fifty Dollars (\$941,450.00) will be appropriated from account number 402-00-00-389-90-02.

Section 4. That the City has satisfied City Code provisions requiring two (2) advertised public hearings of an Ordinance for expenditures of City funds that exceed one million dollars (\$1,000,000.00).

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

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

PASSED AND ADOPTED on June 13, 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:

Public
Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ORDINANCE 2023-_____

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(SECOND READING)(*Public Services*)

Purchasing Requests ONLY

Dept:

Acct #:

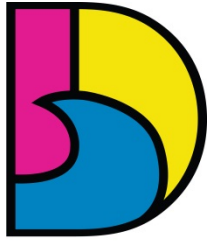
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-EXCEED\$1M-II-2NDRDNG-06132023 (002)r (2), O-2023 - Authorization to Exceed \$1M for Infiltration and Inflow Study - 2nd Reading



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 13, 2023

TO: Honorable Mayor and Commissioners

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

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

**RE: APPROVAL OF EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR
THE ITB NO. 2023-001 "INFILTRATION AND INFLOW REMOVAL PHASE
II - MAINLINE REPAIRS" PROJECT- SECOND READING**

Request

The Public Services Department (PSD) requests expenditure authorization of City funds that will exceed one million dollars for ITB No.-2023-001 "Infiltration and Inflow Removal Phase II – Mainline Repairs" Project.

Background

The City is pursuing a sewer investigation project to find and reduce system inflow issues. The inflow of rainwater into our sewer system, whether by infiltration or more directly (typically via manhole covers), is detrimental. This adds a load of water into the system, leading to increased costs for our wastewater treatment process. The I&I Phase II Project involves manhole epoxy injections and the cleaning, televising, and lining of approximately 60,000 linear feet of 8" sewer mains.

On January 24, 2023, City Commission approved Resolution 2023-005 to advertise the "Inflow and Infiltration Mainline Repairs Project". The City received responses to ITB No. 23-001 for the "Infiltration and Inflow Removal Phase II – Mainline Repairs" Project, ranging from \$2,399,500.00 to \$2,041,450.00 on March 3, 2023.

Before awarding a construction contract of this magnitude, the City's ordinance requires the Commission to authorize expenditures that exceed \$1 million.

Budgetary Impact

FY2022 carryover funding for this project in the amount of \$1,100,000.00 is currently available in account number 402-35-20-535-63-10 and that additional funding in the amount of \$941,450.00 will be appropriated from account number 402-00-00-389-90-02.



**RENDITURE OF CITY FUNDS TO EXCEED \$1M FOR ITB NO. 2023 -001
INFILTRATION AND INFLOW REMOVAL PHASE II- MAINLINE REPAIRS
PROJECT – SECOND READING**

Recommendation

It is recommended that the City Commission adopt the Ordinance on the second reading to authorize the expenditure of City funds exceeding one million dollars for ITB No. 2023-001 “Infiltration and Inflow Removal Phase II – Mainline Repairs” Project.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF TWO MILLION FORTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,041,450.00) APPROVED BY THE CITY COMMISSION, TO FUND THE INFILTRATION AND INFLOW REMOVAL PHASE II - MAINLINE REPAIRS PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed one million dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City is pursuing a sewer investigation project to find and reduce system inflow issues, as the inflow of rainwater into our sewer system, whether by infiltration or more directly (typically via manhole covers), is detrimental to property; and

WHEREAS, system inflow issues add additional water into the system, leading to increased costs for the City’s wastewater treatment process; and

WHEREAS, on January 24, 2023, City Commission approved Resolution 2023-005 to advertise the “Inflow and Infiltration Mainline Repairs Project” (I & I), which involves manhole epoxy injections and the cleaning, televising, and lining of approximately 60,000 linear feet of 8” sewer mains.; and

WHEREAS, the City received responses to ITB No. 23-001 for the “Infiltration and Inflow Removal Phase II – Mainline Repairs” Project, ranging from \$2,399,500.00 to \$2,041,450.00 on March 3, 2023; and

WHEREAS the dollar amount of responses to the City-issued Invitation to Bid (“ITB”) No. 23-001 for the “Infiltration and Inflow Removal Phase II Mainline Repairs Project” (I&I Project) exceed the monetary threshold of \$1,000,000.00; and

WHEREAS the project expenditure shall not exceed the lowest bid amounts of two million forty-one thousand four hundred fifty dollars (\$2,041,450.00) for the I&I Project.

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 the proper City officials are authorized to expend more than one million dollars (\$1,000,000.00) per project in connection with the “Infiltration and Inflow Removal Phase II Mainline Repairs Project.”

Section 3. That Fiscal Year 2022 carryover funding for this Project in the amount of one million one hundred thousand dollars (\$1,100,000.00) is currently available in account number 402-35-20-535-63-10 and that additional funding in the amount of nine hundred forty-one thousand four hundred fifty dollars (\$941,450.00) will be appropriated from account number 402-00-00-389-90-02.

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.

Section 6. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on May 23, 2023.

PASSED AND ADOPTED on second reading on June 13, 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)

APPROVE AND ADOPT AND ORDINANCE APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-095-22) SUBMITTED BY PROPERTY OWNER THE CITY OF DANIA BEACH, FOR THE PROPERTY (PORTION OF SW 2ND TERRACE OF SW 2ND PLACE) GENERALLY LOCATED NORTH AND SOUTH OF MULLIKIN PARK AT 230 SW 1ST COURT, AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT-OF-WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE

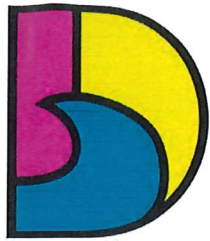
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR-VC-095-22 Mullikin Park Vacation of ROW, 1st Reading, O-2023- Vacation of ROW for Mullikin Park, Mullikin vacation



DANIA BEACH
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**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 13, 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: 2023.06.01 13:13:58 -0400

SUBJECT: **VC-095-22:** The City of Dania Beach is requesting to vacate unimproved Right-of-Way (portions of SW 2nd Terrace and SW 2nd Place) adjacent to the north and south sides of Mullikin Park located at 230 SW 1st Court (FIRST READING).

Request:

VACATION OF RIGHT-OF-WAY

To vacate the unimproved Right-Of-Way (portions of SW 2nd Terrace and SW 2nd Place) adjacent to the north and south sides of Mullikin Park, in accordance with Article 655.

Property Information:

ZONING:	Open Space (OS)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

Background:

The City is proposing to vacate approximately 210 linear feet of the Right-of-Way (ROW) adjacent to the north and south sides of Mullikin Park, for a total of approximately 420 linear feet. The existing, unimproved ROW runs from SW 1st Avenue to SW 1st Court and does not provide any access to Mullikin Park or the surrounding residential parcels.

The City Commission recently approved a Parks Master Plan which identifies upgrades to the amenities within Mullikin Park, as well as other parks in the City. The City of Dania Beach owns Mullikin Park and, if approved, half of the ROW adjacent to the park will go to the park expansion, and the other half will be given to the adjacent property owners if they accept.

Vacation Of Right-Of-Way:

The vacation process is identified in the City's Land Development Code (LDC) in Section 655-20. This code provision requires the applicant to provide evidence of notification to all utilities (public and private) that may have an interest in the area to be vacated. Below is a list of all public utilities and the date each was notified of the vacation request by the applicant.

- Comcast – 03-06-23.
- Teco People's Gas – 03-06-23.

- Florida Power & Light – 03-06-23.
- AT&T – 03-06-23.
- City of Dania Beach Public Works Department – 03-06-23

A representative from Teco People's Gas responded that they have no objections to the vacation request.

Vacation Criteria:

Section 655 of the Land Development Code states, the City Commission shall hold its public hearing and, after consideration of the application, staff findings, and information presentation at the public hearing. The City Commission may deny, approve, or approve with conditions the application for vacation, based upon its determination that the request meets the criteria identified in Section 655-40, which are identified below.

1. "Whether the vacation will adversely affect access to neighboring properties."

Response: The subject vacation will not adversely affect access to neighboring properties. The subject ROW does not provide access to Mullikin park or neighboring properties. The vacation will result in a larger park for the residents to enjoy.

2. "Whether the subject right-of-way or easement is needed for any public purpose."

Response: The subject ROW is not needed for a public roadway. Half of the ROW will become part of Mullikin Park which is owned by the City of Dania Beach and will go to the park expansion.

Strategic Plan:

This application supports the City's Strategic Plan by furthering the following goals:

Objectives

- 4.5 Upgrade parks, sports fields, playgrounds, and recreational facilities, including responding to emerging sports.

Value to Our Neighbors and Our Community

- 4.2 More choices for your leisure time
- 4.3 Support families and a healthy lifestyle
- 4.4 Top-quality parks and recreational facilities

Short Term Challenges and Opportunities

- Policy Actions 2021; Top Priority – Parks Master Plan; Development and Implementation
- Policy Actions 2021; High Priority – Recreation Programming Enhancements

The Planning and Zoning Board recommended approval on May 17, 2023. This vacation request will require two (2) public hearings at the City Commission.

Recommendation:

This application meets the requirements of Article 655 with respect to vacations of right-of-way, and the Applicant has provided all necessary documentation for the vacation requested.

Staff is recommending the City Commission approval of the Ordinance to the City Commission to vacate portions of SW 2nd Terrace and SW 2nd Place located between SW 1st Avenue and SW 1st Court on first reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-095-22) SUBMITTED BY PROPERTY OWNER THE CITY OF DANIA BEACH, FOR THE PROPERTY (PORTION OF SW 2ND TERRACE OF SW 2ND PLACE) GENERALLY LOCATED NORTH AND SOUTH OF MULLIKIN PARK AT 230 SW 1ST COURT, AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT-OF-WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, entitled Land Development Code (the “LDC”), Part 6, entitled “Development Review Procedures And Requirements,” Article 655, entitled “Vacations Of Right-Of-Way” of the City Code of Ordinances (the “City Code”), the property owner, The City of Dania Beach (the “Applicant”), has applied for approval to vacate the right-of-way (VC-095-22), which is currently unimproved right-of-way (the legal description for the right-of-way is attached to this Ordinance; and

WHEREAS, the proposed vacation is identified in the Exhibits which are attached and incorporated into this Ordinance; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on April 26, 2023 and recommended approval of the proposed right-of-way vacation; and

WHEREAS, staff recommended approval of the proposed right-of-way vacation in its staff report to the City Commission dated May 9, 2023; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that granting the requested right-of-way vacation will not adversely affect access to neighboring properties and will not be detrimental to the public health, safety and welfare; and

WHEREAS, the City Commission finds that right-of-way to the north and south of Mullikin Park is no longer needed as a road, and that it is in the best interest of the City of Dania Beach to grant the request to vacate the right-of-way.

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

Section 1. The foregoing WHEREAS clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28, entitled “Land Development Code,” Part 6, entitled “Development Review Procedures and Requirements,” Article 655, “Vacations of Right-Of-Way,” of the City Code, the requested right-of-way vacation (VC-095-22), as delineated in the attached Exhibits are approved.

Section 3. Title to the vacated right-of-ways shall be disbursed as follows:

- A. Southeast portion of southern right-of-way (SW 2nd Place) shall be quit-claimed by the City of Dania Beach to Bonnie Canino, 238 SW 1st Avenue, Dania Beach, Florida 333004. (The legal description and survey attached as Exhibit A).
- B. Southwest portion of the southern right-of-way (SW 2nd Place) shall be quit-claimed to Tamyra Barnard and Victor Herrera, 239 SW 1st Court, Dania Beach, Florida 33004. (The legal description and survey attached as Exhibit B).
- C. Northern portion of the southern right-of-way (SW 2nd Place) shall be quit-claimed to the City of Dania Beach for expansion of Mullikin Park. (The legal description and survey are attached as Exhibit C).
- D. Northeast portion of the right-of way (SW 2nd Terrace) shall be quit-claimed to John H. Bartley, Jr. and Doreen Anne Bartley, 218 SW 1st Avenue, Dania Beach, Florida 33004. (The legal description and survey are attached as Exhibit D).
- E. Northwest portion of the right-of-way (SW 2nd Terrace) shall be quit-claimed to Isaac Mizhari, 213-219 SW 1st Court, #1-3, Dania Beach, Florida 33004. (The legal description and survey are attached as Exhibit E).
- F. Southern portion of the right-of-way (SW 2nd Terrace) shall be quit-claimed to the City of Dania Beach for expansion of Mullikin Park. (The legal description and survey are attached as Exhibit F).

Section 4. If any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. This Ordinance shall be in force and take effective immediately upon its passage and adoption.

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

EXHIBIT A
LEGAL DESCRIPTION



March 6, 2023

VIA FEDERAL EXPRESS

Florida Power & Light Company
4000 Davie Road Extension
Hollywood, FL 33024

AT&T
5395 NE 14th Avenue
Fort Lauderdale, FL 33334

Teco Peoples Gas
Engineering Dept
5101 NW 21st Avenue, #460
Ft. Lauderdale, FL 33309

Comcast
Engineering Dept
2601 SW 145th Avenue
Miramar, FL 33027

City of Dania Beach Public Works Dept.
7351 SW 30th Street
Davie, FL 33314

Re: Vacation of Right-of-Way (ROW) – Mullikin Park, Dania Beach

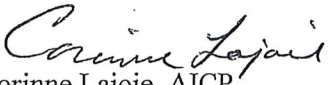
Dear Sir or Madame,

The City of Dania Beach owns Mullikin Park located at 230 SW 1st Court (Exhibit A: Mullikin Park), Dania Beach, Florida 33004, and desires to expand the park by vacating the ROW adjacent to the north and south as depicted on Exhibit B: ROW to be Vacated. Half of the ROW adjacent to the park will go to the park expansion, and the other half will go the adjacent property owners.

A LETTER OF NO OBJECTION is required to vacate ROW. As such, please consider this letter as our request for a LETTER OF NO OBJECTION to the vacation of ROW. Please complete the form provided as Exhibit C: Provider Response Form and return the signed and dated form to Corinne Lajoie, Assistant Director of Community Development at 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 or via email at clajoie@daniabeachfl.gov.

Should have any questions or require additional information, please do not hesitate to contact to me at 954-924-6800 x 3704.

Sincerely,


Corinne Lajoie, AICP
Community Development Assistant Director

Enclosures



Via Certified Mail, Return Receipt Requested

May 15, 2023

Ms. Tamyra Barnard
Mr. Victor Herrera
239 SW 1st Court
Dania Beach, FL 33004

Re: Vacation of Right-of-Way (ROW) – Mullikin Park, Dania Beach

Dear Ms. Barnard and Mr. Herrera:

The City of Dania Beach owns Mullikin Park located at 230 SW 1st Court (Exhibit A: Mullikin Park), Dania Beach, Florida 33004, and desires to expand the park by vacating the right-of-way adjacent to the north and south as depicted on Exhibit B: Right-of-Way to be Vacated which is 40 feet X 210 feet on both the north and south of the park. Half of the right-of-way adjacent to the park will go to the park expansion, and the other half will be granted to adjacent property owners.

Your property is adjacent to the proposed vacation of right-of-way and you will receive one-half (1/2) of the right-of-way (20 feet X 105 feet or 2,100 square feet) adjacent to your property as depicted on Exhibit C: Parcel Map. Exhibit D is your Broward County Property Appraiser Folio/Property ID record. After the right-of-way vacation, you would be responsible for property taxes on the 2,100 square feet of additional land. You may also choose to decline the additional land by contacting the Community Development Department at (954) 924-6805 x3643 prior to June 26, 2023.

The purpose of this letter is to advise you of this proposed change.

If you should have any questions or require additional information, please do not hesitate to contact to me at 954-924-6800 x 3704 or via e-mail at CLajoie@daniabeachfl.gov.

Sincerely,

Corinne Lajoie, AICP
Assistant Director, Community Development

Enclosures



Via Certified Mail, Return Receipt Requested

May 15, 2023

Mr. Isaac Mizhari
19900 E. Country Club Dr.
Aventura, FL 33180

Re: Vacation of Right-of-Way (ROW) – Mullikin Park, Dania Beach

Dear Mr. Mizhari:

The City of Dania Beach owns Mullikin Park located at 230 SW 1st Court (Exhibit A: Mullikin Park), Dania Beach, Florida 33004, and desires to expand the park by vacating the right-of-way adjacent to the north and south as depicted on Exhibit B: Right-of-Way to be Vacated which is 40 feet X 210 feet on both the north and south of the park. Half of the right-of-way adjacent to the park will go to the park expansion, and the other half will be granted to adjacent property owners.

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The purpose of this letter is to advise you of this proposed change.

If you should have any questions or require additional information, please do not hesitate to contact to me at 954-924-6800 x 3704 or via e-mail at CLajoie@daniabeachfl.gov.

Sincerely,

Corinne Lajoie, AICP
Assistant Director, Community Development

Enclosures



Via Certified Mail, Return Receipt Requested

May 15, 2023

Ms. Bonnie Canino
238 SW 1st Avenue
Dania Beach, FL 33004

Re: Vacation of Right-of-Way (ROW) – Mullikin Park, Dania Beach

Dear Ms. Canino:

The City of Dania Beach owns Mullikin Park located at 230 SW 1st Court (Exhibit A: Mullikin Park), Dania Beach, Florida 33004, and desires to expand the park by vacating the right-of-way adjacent to the north and south as depicted on Exhibit B: Right-of-Way to be Vacated which is 40 feet X 210 feet on both the north and south of the park. Half of the right-of-way adjacent to the park will go to the park expansion, and the other half will be granted to adjacent property owners.

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The purpose of this letter is to advise you of this proposed change.

If you should have any questions or require additional information, please do not hesitate to contact to me at 954-924-6800 x 3704 or via e-mail at CLajoie@daniabeachfl.gov.

Sincerely,

A handwritten signature in blue ink that reads "Corinne Lajoie".

Corinne Lajoie, AICP
Assistant Director, Community Development

Enclosures



Via Certified Mail, Return Receipt Requested

May 15, 2023

Mr. and Mrs. John Bartley
201 SE 2nd Avenue
Dania Beach, FL 33004

Re: Vacation of Right-of-Way (ROW) – Mullikin Park, Dania Beach

Dear Mr. and Mrs. Bartley:

The City of Dania Beach owns Mullikin Park located at 230 SW 1st Court (Exhibit A: Mullikin Park), Dania Beach, Florida 33004, and desires to expand the park by vacating the right-of-way adjacent to the north and south as depicted on Exhibit B: Right-of-Way to be Vacated which is 40 feet X 210 feet on both the north and south of the park. Half of the right-of-way adjacent to the park will go to the park expansion, and the other half will be granted to adjacent property owners.

Your property is adjacent to the proposed vacation of right-of-way and you will receive one-half (1/2) of the right-of-way (20 feet X 105 feet or 2,100 square feet) adjacent to your property as depicted on Exhibit C: Parcel Map. Exhibit D is your Broward County Property Appraiser Folio/Property ID record. After the right-of-way vacation, you would be responsible for property taxes on the 2,100 square feet of additional land. You may also choose to decline the additional land by contacting the Community Development Department at (954) 924-6805 x3643 prior to June 26, 2023.

The purpose of this letter is to advise you of this proposed change.

If you should have any questions or require additional information, please do not hesitate to contact to me at 954-924-6800 x 3704 or via e-mail at CLajoie@daniabeachfl.gov.

Sincerely,

A handwritten signature in blue ink that reads "Corinne Lajoie".

Corinne Lajoie, AICP
Assistant Director, Community Development

Enclosures



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: 12/21/22

Petition No.: VC-095-22

☐ Vacation of ROW (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: SW 2 TERRACE

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

Recorded Plat Name: _____

Folio Number(s): 5142-03-02-0390 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: Vacation of the unimproved ROW to the north and south, SW 2 Terrace & SW 2 Place for Millikin Park
*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*)

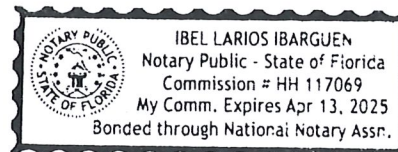
BEFORE ME THIS 21 DAY OF December, 2022

By:

Eleanor Norena
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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

Order ID: 7424886

* Agency Commission not included

GROSS PRICE * : \$274.60

PACKAGE NAME: ADSS SSC Notice of Public Meeting

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach Planning & Zoning Board on the following date to consider the following application:

DATE: Wednesday, May 17, 2023
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Planning & Zoning Board Meeting
City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: VC-095-22: The City of Dania Beach is requesting to vacate unimproved Right-of-Way (portion of SW 2nd Terrace and SW 2nd Place) adjacent to the North and South of Mullikin Park at 230 SW 1st Court.

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RIGHT-OF-WAY VACATION REQUEST (VC-095-22) SUBMITTED BY PROPERTY OWNER THE CITY OF DANIA BEACH, FOR THE PROPERTY (PORTION OF SW 2ND TERRACE AND OF SW 2ND PLACE) GENERALLY LOCATED NORTH & SOUTH OF MULLIKIN PARK AT 230 SW 1ST COURT, AND IS LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, WHICH RIGHT OF WAY IS LEGALLY DESCRIBED IN EXHIBIT A, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Application Site: Portion of SW 2nd Terrace and SW 2nd Place adjacent to the north and south of Mullikin Park at 230 SW 1st Court.

Project: Vacation of Right-of-Way Mullikin Park

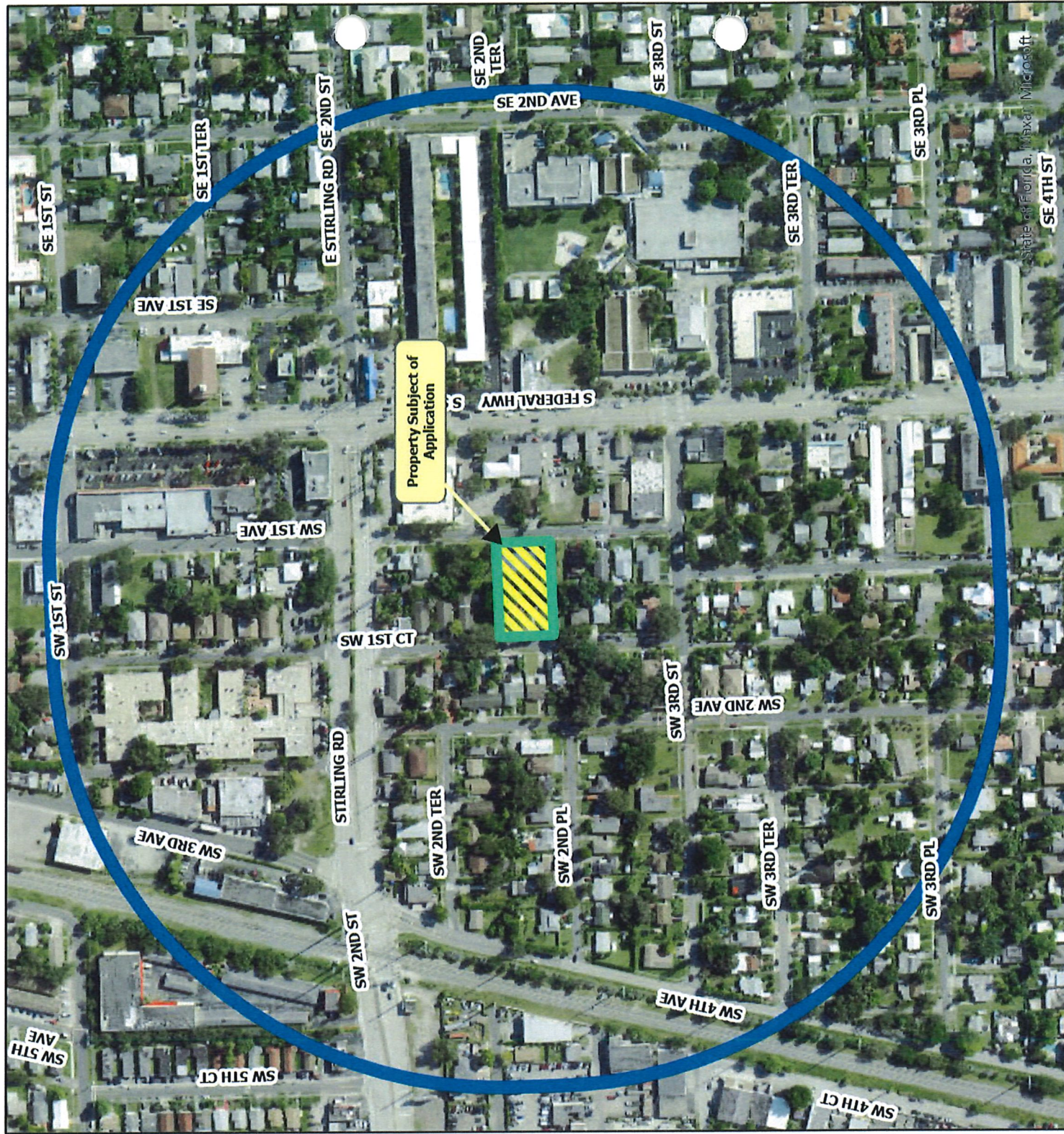
Request: To vacate the unimproved Right-of-Way (portions of SW 2nd Terrace and SW 2nd Place) adjacent to the north and south of Mullikin Park, in accordance with Article 655.

Applicant: City of Dania Beach

Hearing Date & Time: May 17, 2023 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Assistant Director, (954) 924-6805 Ext. 3704
5/2/2023 7424886



RECEIVED
MAY 08 2023
BY: _____

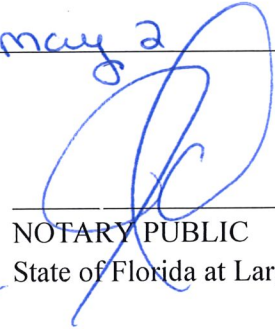
3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.



AFFIANT

Sworn to and subscribed before me on May 2, 20123.



NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 2-17-25





CITY OF DANIA BEACH PUBLIC HEARING NOTICE WEDNESDAY, MAY 17, 2023

THIS PROPERTY IS THE SUBJECT OF UPCOMING
PUBLIC HEARINGS

PLACE | City Commission Chamber
Dania Beach City Hall
100 West Dania Beach City Hall
Dania Beach, FL 33004

TIME | 7:00 PM

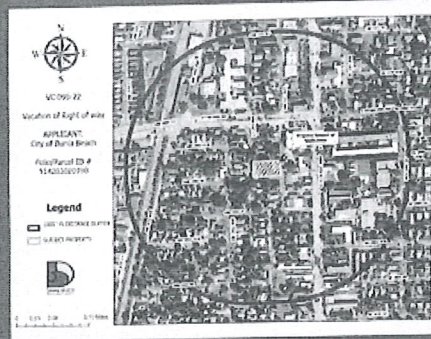
PROJECT | Mullikin Park Vacation of Right-of-Way

OWNER | The City of Dania Beach

LOCATION | 5142-03-02-0390

REQUEST | Vacate the unimproved Right-of-Way (portions
of SW 2nd Terrace and SW 2nd Place) adjacent
to the North and South sides of Mullikin Park.

FILE # | VC-095-22



For more information, please visit our website <http://daniabeachfl.gov> or call (954) 924-6800 x 3792.

This sign is the property of the City of Dania Beach. In accordance with Section 815.10 of the Land Development Code, it shall be unlawful for any person to remove, not display or destroy in any manner any such sign or any sign belonging to or under the control of the City. Persons making or removing the notice may be subject to fine and/or imprisonment.



CITY OF DANIA BEACH PUBLIC HEARING NOTICE WEDNESDAY, MAY 17, 2023

THIS PROPERTY IS THE SUBJECT OF UPCOMING
PUBLIC HEARINGS

PLACE | City Commission Chamber
Dania Beach City Hall
100 West Dania Beach City Hall
Dania Beach, FL 33004

TIME | 7:00 PM

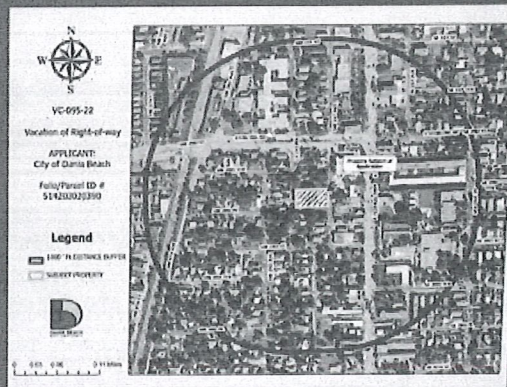
PROJECT | Mullikin Park Vacation of Right-of-Way

OWNER | The City of Dania Beach

LOCATION | 5142-03-02-0390

REQUEST | Vacate the unimproved Right-of-Way (portions
of SW 2nd Terrace and SW 2nd Place) adjacent
to the North and South sides of Mullikin Park

FILE # | VC-095-22



For more information, please visit our website <http://daniabeachfl.gov> or call (954) 924-6800 x 3792.

This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to gouge, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons violating or removing the Notice may be subject to fine and/or imprisonment.



AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), City of Dania Beach,
(Print Name of Property Owner)
for the property located at NE corner of SW 2 Pl and SW 1 Cl (the "Property"), and this
(Address)
sworn statement pertains to the application for Waiver of Re-plat and Vacation-of-Right-of-Way

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) OT-094-22 & VC-095-22.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is , 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

Signature

Christina Mathews

PRINT Name

Mng

Title

On December 22, 2022, personally appeared Christina Mathews
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
his/her/their
identification.

NOTARY PUBLIC
State of Florida

My Commission Expires: 2/17





MILKIN PARK
DATE OF PRINT: 12/21/2022

1/2 CITY CAR
OR 1/4 WARD

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

0 125 250 500 750 1,000 Feet

FOLIO_NUMB	NAME	ADDRESS_LI	Page 21 of 11	STATE	ZIP	ZIP4	LEGAL
504234000496	FLORIDA EAST COAST RAILWAYLLC	7150 PHILLIPS HWY		FL	32256		34-50-42TOWN OF MODELO (DANIA) PB B/49ALL THAT POR BLK 29 LYING NLY &WLY OF RW DESC IN OR 10137776,TOG WITH POR OF SW 1 ST ANDDEPOT GROUNDS AS SHOWN IN PLATLYING N OF BLK 29 & S OF W DANIABEACH BLVD
504234000600	FLORIDA EAST COAST RAILWAY LLC	7150 PHILLIPS HWY		FL	32256		34-50-42FEC RAILROAD RW 100 FT WIDE INPORTIONS OF NE1/4,NW1/4,ANDSW1/4 OF SEC 34-50-42 LYING WESTOF FEDERAL HWY WITHIN CITY OFDANIA BEACH
504234013160	CITY PLACE APARTMENTS LTD	3050 BISCAYNE BLVD STE 300		FL	33137		TOWN OF MODELO (DANIA) B-49 DLOTS 10-16 BLK 21
504234013170	COOK,DOROTHY JEAN	46 SW 1 AVE		FL	33004	3607	TOWN OF MODELO (DANIA) B-49 DLOT 17,18,19 BLK 21
504234013330	F & G REAL ESTATE HOLDINGS LLC	17 SW 1 ST		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 21 LESS ST RD,24 LESS ST RDBLK 22
504234013340	F & G REAL ESTATE HOLDINGS LLC	17 SW 1 ST		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 22,23,LESS W 4 FOR ST BLK 22
504234013480	KODNER, RUSS	949 S NORTHLAKE DR		FL	33019		TOWN OF MODELO (DANIA) B-49 DLOTS 1,2 LESS ST RD BLK 24
504234013490	HARNIK MANAGEMENT LLC	3850 OTTAWA LN		FL	33026		TOWN OF MODELO (DANIA) B-49 DLOT 3 LESS ST RD,4,5,6 LESS ST RD BLK 24
504234013500	RUSSIAN SAINT MATRONAFUNDATION CORP	113 S FEDERAL HWY		FL	33004	2803	TOWN OF MODELO (DANIA) B-49 DLOT 7 LESS ST RD,8,9,10 LESSST RD,11 LESS ST RD,12,13,14,LESS ST RD,15 LESS ST RD,16BLK 24
504234013540	JOHN A LETO SR TRLETO, JOHN A SR TRSTEE	3100 STIRLING ROAD		FL	33021		TOWN OF MODELO (DANIA) B-49 DLOT 17,18 LESS ST RD,19 LESS STRD & 20 BLK 24
504234013550	CHURCH'S CHICKEN DANIA LLC	3615 NW 2ND AVE		FL	33127	3119	TOWN OF MODELO (DANIA) B-49 DLOT 21,22 LESS ST RD,23 LESS STRD,24 BLK 24
504234013560	HYPOEDANIA LLC	9290 NICKELS BLVD		FL	33436		TOWN OF MODELO (DANIA) B-49 DLOT 1 LESS ST RD,2,3,4 LESS STRD,5 LESS ST RD,6 BLK 25
504234013570	HYPOEDANIA LLC	9290 NICKELS BLVD		FL	33436		TOWN OF MODELO (DANIA) B-49 DLOT 7,8 LESS ST RD BLK 25
504234013580	HYPOEDANIA LLC	9290 NICKELS BLVD		FL	33436		TOWN OF MODELO (DANIA) B-49 DLOT 10,11,LOT 12,LESS ST RD BLK 25
504234013581	HYPOEDANIA LLC	9290 NICKELS BLVD		FL	33436		TOWN OF MODELO (DANIA) B-49 DLOTS 9 & 16,LESS ST RD BLK 25
504234013590	HYPOEDANIA LLC	9290 NICKELS BLVD		FL	33436		TOWN OF MODELO (DANIA) B-49 DLOT 13 LESS ST RD,14,15BLK 25
504234013600	MOUNTAINEER PROPERTY DEVELOPMENTCORP	126 S FEDERAL HWY STE 201		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 17 LESS ST RD,18,19,20 LESSST RD,21 LESS ST RD,22,23,24,LESS ST RD & LESS PT OF LOTS 23& 24 AS DESC IN OR 9334/497 FORRD BLK 25
504234013620	FIRST DANIA BEACH LLC	3323 NE 163 ST PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 1,2,4 BLK 26
504234013621	FIRST DANIA BEACH LLC	3323 NE 163 ST PH704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 3 BLK 26
504234013630	FIRST DANIA BEACH LLC	3323 NE 163 ST #PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 5,8 BLK 26
504234013640	FIRST DANIA BEACH LLC	3323 NE 163 UNIT PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 6 BLK 26
504234013650	FIRST DANIA BEACH LLC	3323 NE 163 ST #PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 9 BLK 26
504234013651	COMBS,MICHAEL WAYNE H/ECOMBS,LARITZA	115 SW 1 CT		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 7 BLK 26
504234013660	FIRST DANIA BEACH LLC	3323 NE 163 ST #PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 10 BLK 26
504234013661	BENT, RODERICK DUDLEY	121 SW 1 CT		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 11 BLK 26
504234013670	FIRST DANIA BEACH LLC	3323 NE 163 ST #PH-704		FL	33160		TOWN OF MODELO (DANIA) B-49 DLOT 12 BLK 26
504234013680	FISHER,JACK G II	318 SW 1 AVE		FL	33004	3959	TOWN OF MODELO (DANIA) B-49 DLOT 13 BLK 26
504234013681	FISHER,JACK G II	318 SW 1 AVE		FL	33004	3959	TOWN OF MODELO (DANIA) B-49 DLOT 14 BLK 26
504234013690	THE ZAK GROUP LLC	2200 N OCEAN BLVD #N801		FL	33005		TOWN OF MODELO (DANIA) B-49 DLOT 15 E,16 BLK 26
504234013700	JONES,CLARENCE E	717 SW 8 ST		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 15 LESS E 5 BLK 26
504234013710	STEINER,DANISE A & JERRY L	5117 NW 106 TER		FL	33076	2708	TOWN OF MODELO (DANIA) B-49 DLOT 17 BLK 26
504234013720	CLARK,TONYA M	133 SW 1 CT		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 18 BLK 26
504234013730	RESIDENCE AT WESTLAKE GROUP LLC	150 STIRLING RD		FL	33004		TOWN OF MODELO (DANIA) B-49 DLOT 19 BLK 26
504234013740	STEINER,DANISE A	5117 NW 106 TER		FL	33076	2708	TOWN OF MODELO (DANIA) B-49 DLOT 20 BLK 26
504234013750	MANCUSI,JOSEPH A &MANCUSI,MICHAEL	214 NE 2 PL		FL	33004	4816	TOWN OF MODELO (DANIA) B-49 DLOT 21 BLK 26
504234013760	RESIDENCE AT WESTLAKE GROUP LLC	7020 ISLEGROVE PL		FL	33433	7461	TOWN OF MODELO (DANIA) B-49 DLOT 22 LESS PT DESC IN OR9206/131 FOR R/W BLK 26
504234013770	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP		FL	33301	1801	TOWN OF MODELO (DANIA) B-49 DLOT 23 BLK 26
504234013780	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP		FL	33301	1801	TOWN OF MODELO (DANIA) B-49 DLOT 24 BLK 26

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514203000340	MAXAM LLC	314 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42E 185 OF S 60 OF N 225 OF E1/20F SE1/4 OF NE1/4 OF NW1/4 LESSE 33 FOR ST RD TOG WITH E1/2 OFFOL DESC PROP:BEG 450 N OF SECOR OF NE 1/4 OF NW1/4,N 50 PARON W SIDE OF CO ROCK RD,W 310,S50,E 310 TO POB LESS R/W,TOW/WPOR OF NW 1/4 DESC AS COMM NECOR OF NW1/4,S ALG CIL FED HWY
514203000350	RHONDA HOLLANDER HOLDINGS LLC	314 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42A POR OF THE NE1/4 OF NW1/4 OFSAID SEC,DESC AS,BEG A PT 450 NOF & 33 W OF SE COR OF SAIDNE1/4,W 302,N 110,E 150,S 60,E152,S 50 TO POB,LESS POR DESC INOR 47033/508
514203000360	SHREE-RAM PLAZA LLC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42E 310 OF N 50 OF S 450 OF E1/20F SE1/4 OF NE1/4 OF NW1/4 LESST RD & LESS W 151
514203000362	THANAKOSES,THIDAWAN	327 SW 1 AVE	DANIA BEACH	FL	33004	3-51-42THAT PART OF NE1/4 OF NW1/4 OFSAID SEC,DESC AS,BEG A NW COR OFLOT 2 OF BRYAN ADD TO DANIA14-57 B NLY 50,ELY 98.70,SLY 50WLY 98.70 TO POB
514203000370	SHREE-RAM HOSPITALITY INC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42 (NW1/4) & BRYAN ADD TODANIA 14-57 BE 310 OF N 100 OF S 310 OF E 1/20F SE1/4 OF NE1/4 OF NW1/4 SEC 3LESS ST RD & S 3 OF LOT 3 OFBRYAN ADD TO DANIA 14-57 B
514203000380	SHREE-RAM MOTEL INC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42E 183 OF N 100 OF S 210 OF E1/20F SE1/4 OF NE1/4 OF NW1/4 LESST RD
514203000390	SHREE-RAM MOTEL INC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42N 100 OF S 210 OF E1/2 OF SE1/4OF NE1/4 OF NW1/4 LESS E 183
514203000401	SHREE-RAM MOTEL INC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	3-51-42W 100 OF N 50 OF S 110 OF E1/20F SE1/4 OF NE1/4 OF NW1/4
514203000870	FLORIDA EAST COAST RAILWAY LLC	7150 PHILLIPS HWY	JACKSONVILLE	FL	32256	3-51-42FEC RAILROAD R/W 100 FT WIDE INTHE SW1/4 AND NW1/4 OF SEC035142,L YING EAST OF DIXIE HWYWITHIN CITY OF DANIA BEACH
514203010030	DIAMOND BRIDGEINTERNATIONAL 1 LLC	490 SAWGRASS CORPORATE WAY #200	SUNRISE	FL	33325	LARSENS SUB 1-105 DLOT 3 LESS ST RD & LESS E 60,LOT 4 LESS ST RD & LESS E 60,LOT 5 LESS ST RD & LESS E 60,LOT 6 N 5 LESS E 60
514203010090	ULTIMATE CARWASH INC	PO BOX 222365	HOLLYWOOD	FL	33022	LARSENS SUB 1-105 DLOT 11 W 150 LESS ST RD & LOT 10S 1 OF W 150 LESS ST RD
514203010100	ULTIMATE CARWASH INC	PO BOX 222365	HOLLYWOOD	FL	33022	LARSENS SUB 1-105 DLOT 12 LESS ST RD,13 LESS ST RD
514203020010	OAK STREET INVESTMENT GRADENET LEASE FUND SERIES 2020-1 LLC	30 N LA SALLE ST STE 4140	CHICAGO	IL	60602	PARK HILL 1-163 DLOT 1 THRU 5 & N 20 OF LOT 6,LESS ST RD ABUTTING EACH LOT TOGWITH LOT 22 THRU 28,LESS PT OFLOTS 1,2 & 28 DESC'D AS,BEG ATPT OF INT OF W R/WL U.S. 1 WITHS R/WL STIRLING RD,S 50.31 TOP/C,NW,1/4 & SW 39.58 TO P/T,NW 4.52,WLY 55,SW 10.2,WLY 35.98WLY 51.35 TO P/R/C,SWLY 31.46,
514203020040	HAYASTAN 230 LLC	624 FLAMINGO DR	FORT LAUDERDALE	FL	33301	PARK HILL 1-163 DLOT 6 LESS N 20 LESS ST RD,LOT 7 LESS ST RD BLK A
514203020050	HAYASTAN 234 LLC	624 FLAMINGO DR	FORT LAUDERDALE	FL	33301	PARK HILL 1-163 DLOT 8 LESS ST RD & LESS W 1BLK A
514203020060	HAYASTAN 229 LLC	624 FLAMINGO DR	FORT LAUDERDALE	FL	33301	PARK HILL 1-163 DLOT 8 W 1,21 BLK A
514203020070	238 S F DANIA LLC	242 S FEDERAL HWY	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 9 LESS ST RD,10 LESS ST RD,19,20 BLK A
514203020080	242 S F DANIA LLC	242 S FEDERAL HWY	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 11 LESS ST RD,18 LESS W 800F N 40 BLK A
514203020090	CARI MCELYEA KRESA REV TRKRESA,CARI MCELYEA TRSTEE	900 RIVERSIDE DR	DAYTONA BEACH	FL	32117	PARK HILL 1-163 DLOT 12 LESS ST RD BLK A
514203020091	ELY,KURT D EST	245 SW 1 AVE	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 17 BLK A
514203020100	250 SOUTH FEDERAL LLC	250 S FEDERAL HWY	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 13 LESS ST RD,LOT 14 LESST RD,LOT 15,16 BLK A
514203020120	MALLES,DEMETRIA CMALLES,VIRGINIA R	241 SW 1 AVE #1-2	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 18 W 80 OF N 40 BLK A
514203020160	VINOGRADOVS,DENISTYMCHENKO,VOLODYMYR	212 SW 1 AVE #1-2	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 1 E1/2,LOT 2 E1/2,LESS THEREFROM PT LYING INPAR 066 OF CA 81-15596 FOR R/WBLK B
514203020170	ALLEN,CORTEZ	7612 PARADISO DR	APOLLO BEACH	FL	33572	PARK HILL 1-163 DLOT 1 W1/2LESS BEG AT NW COR LOT 1,ELYTO PT ON E/L OF SAID W1/2,SLY20.96 TO P/I WITH CUR,WLY52.6,NLY 17.95 TO POB,LOT 2W1/2 BLK B
514203020180	23 SE 12TH STREET LLC	8267 SW 51 ST	COOPER CITY	FL	33328	PARK HILL 1-163 DLOT 3,4 BLK B
514203020190	ALL SOUTH FLORIDADEVELOPMENT INC	201 SE 2 AVE	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 5 BLK B
514203020200	CANINO,BONNIE	238 SW 1 AVE	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 10 BLK B
514203020201	WU,ANNAWU,NAI JEN & HE,XIAO XIA	242 S FEDERAL HWY	DANIA BEACH	FL	33004	PARK HILL 1-163 DLOT 11 BLK B
514203020210	CAMERON,HEATHER	1314 E LAS OLAS BLVD #6	FORT LAUDERDALE	FL	33301	PARK HILL 1-163 DLOT 12,17 BLK B

514203020220	FROSBUTTER,JOHN & HELENA	133 SW 3 ST	PAG DANIA BEACH	FL	33004	3956	PARK HILL 1-163 DLOT 13,14 BLK B
514203020230	CLARK,DIANE S DIANE S CLARK LIV TR	137 SW 3 ST	DANIA BEACH	FL	33004	3956	PARK HILL 1-163 DLOT 15,16 BLK B
514203020240	ADAMS,SIDNEY B & MOLLY D	243 SW 1 CT	DANIA BEACH	FL	33004	3911	PARK HILL 1-163 DLOT 18 BLK B
514203020250	BARNARD,TAMYRAHERRERA,VICTOR	239 SW 1 CT	DANIA BEACH	FL	33004		PARK HILL 1-163 DLOT 19 BLK B
514203020260	MIZHARI,ISAAC	19900 EAST COUNTRY CLUB DR	AVENTURA	FL	33180		PARK HILL 1-163 DLOTS 24,25 BLK B
514203020261	HOOSE,BONNIE J EST%KEVIN RICHARDS PERSONAL REP	25 OAK CT	JASPER	GA	30143	7207	PARK HILL 1-163 DLOT 26 BLK B
514203020270	NOLAN,MICHAEL C	201 SW 1 CT	DANIA BEACH	FL	33004	3911	PARK HILL 1-163 DLOT 27,28 LESS BEG AT POINT OFINTERSEC OF ELY R/W/L OF SW 1STCT WITH S R/W/L OF STIRLING RD,ELY 105.12 TO E/L OF LOT28,SE17.95 TO P/C,WLY 73.99 TO P/R/C,WLY 9.84 TO P/C/C,SWLY 32.86 TOP/T,NLY 31.15 TO POB BLK B
514203020271	121 STIRLING LLC	242 S FEDERAL HWY	DANIA BEACH	FL	33004		PARK HILL 1-163 DLOT 1 LESS ALL THAT POR LYINGNLY OF A LINE THAT IS S OF &PARA WITH N/L OF SEC 3-51-42& LESS EXTERNAL AREAS FORMEDBY TWO 20 RAD ARCS LOCATED INNE & NW COR S OF SAID PAR,LOT 2 BLK C
514203020280	ESTABA,NELLY HIEESTABA,WILLIAM	210 SW 1 CT	DANIA BEACH	FL	33004	3912	PARK HILL 1-163 DLOT 3 LESS W 7.6 FOR ST BLK C
514203020290	GANT,TAMARA DENISE	214 SW 1 CT #1-3	DANIA BEACH	FL	33004	3912	PARK HILL 1-163 DLOT 4,5 N 2.5 OF W 67.5 BLK C
514203020301	DANIEL,SUSHIL	215-217 SW 2 AVE	DANIA BEACH	FL	33004		PARK HILL 1-163 DLOT 5 LESS N 2.5 OF W 1/2,6 BLK C
514203020320	HERRERA AMORO,CARLOSVEGA,CAYO	221 SW 2 AVE	DANIA BEACH	FL	33004	3913	PARK HILL 1-163 DLOT 7 BLK C
514203020330	BLACK,TABATHA	229 SW 2 AVE	DANIA BEACH	FL	33004		PARK HILL 1-163 DLOT 8 LESS W 6.62 FOR ST BLK C
514203020340	LEVINA,KONSTANCYA H/EEVIN,ROMAN	236 SW 1 CT	DANIA BEACH	FL	33004	3912	PARK HILL 1-163 DLOT 9 LESS W 6.42 FOR ST BLK C
514203020350	BELLERA,INGRID	2801 NE 183 ST #1409	AVENTURA	FL	33160		PARK HILL 1-163 DLOT 10 LESS W 6.23 FOR ST BLK C
514203020360	HARRISON,RODNEY B	4865 SW 58 AVE	DAVIE	FL	33314	4531	PARK HILL 1-163 DLOT 11 LESS W 6.03 FOR ST BLK C
514203020370	MONTREY REV TRBAK,ITZHAK TRSTEE	1100 NE 8 ST	HALLANDALE BEACH	FL	33009		PARK HILL 1-163 DLOT 12 LESS W 5.84 FOR ST BLK C
514203020380	ALBERT DENIS	258 SW 1 CT	DANIA BEACH	FL	33004		PARK HILL 1-163 DLOT 13,14 BLK C
514203020390	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	PARK HILL 1-163 DCENTRAL PARK
514203140010	CHING,CARL	3817 SW 50 CT	FORT LAUDERDALE	FL	33312	8221	NORTH DANIA HEIGHTS 7-39 BLOT 1 N1/2 LESS EXTAREA FORMED BY 20 RAD ARC TANGTO E/L LOT 1 & TANG TO N/L OFSEC 3,LOT 2 N1/2 BLK 1
514203140020	EPIPHANY INVESTMENT GROUP LLC	PO BOX 246717	PEMBROKE PINES	FL	33024		NORTH DANIA HEIGHTS 7-39 BLOT 1 S1/2,2 S1/2 BLK 1
514203140030	ROBERSON,ALICE	106 SW 5 CT	DANIA BEACH	FL	33004	3513	NORTH DANIA HEIGHTS 7-39 BLOT 3 N1/2 LESS BEG ATINTERSEC OF W/L LOT 3 WITHN/L OF SEC,ELY 32.72 TO P/TOF CUR,WLY ARC DIST 32.74,NLYALG W/L 0.19 TO POB BLK 1
514203140040	DANINO,ZOILA ANGELA	2271 NE 171 ST	NORTH MIAMI BEACH	FL	33160		NORTH DANIA HEIGHTS 7-39 BLOT 3 S1/2 BLK 1
514203140050	HE,XIAO XIA	242 S FEDERAL HWY	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 4 LESS PT DESC AS,BEG ATINTERSEC OF W/L LOT 4 WITH N/L OF SEC 3,ELY 45,S/LY 0.19,WLYARC DIST 45.02,NLY 1.08 TO POBBLK 1
514203140060	SIGNORE,PETER ANTHONY III	45 SE 14 ST	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 6 LESS PT DESC AS,BEG ATNW COR OF LOT 6,AS OCCUPIED,ELYALG N/L 43.1 TO NE COR,ASOCCUPIED,S/LY 2.68,WLY ARC DIST43.19,NLY 4.9 TO POB BLK 1
514203140061	HE,XIAO XIA &WU,NAI JEN	242 S FEDERAL HWY	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 5 LESS BEG NE COR LOT 5,SE 1.08 TO P/C,WLY ARC DIST OF45.05,NW 2.68 TO NW COR LOT 5,ELY 45 TO POB BLK 1
514203140070	FONTUS CAPITAL LLC	5711 SW 32 TER	FORT LAUDERDALE	FL	33312		NORTH DANIA HEIGHTS 7-39 BLOT 7 N1/2 LESS PT DESC AS,BEG AT NW COR OF LOT 7,ASOCCUPIED,ELY 44.04 TO NE COR,AS OCCUPIED,S/LY 4.9 TO PT ONCUR,WLY 44.19,NLY 7.85 TOPOB BLK 1
514203140080	BLONDIN,ELEANOR BPALMER,LYLE A ETAL	26725 AUGUSTA SPRINGS CIR	LEESBURG	FL	34748		NORTH DANIA HEIGHTS 7-39 BLOT 7 S1/2 BLK 1 &E 2 FT OF LOT 2 OFGEORGE M PHIPPEN SUB-RESUBCORDED IN PB 35 PG 4 B
514203140090	MACIAS,LUZ E	201 SW 2 AVE	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 1 BLK 2
514203140100	JEFFERSON,YOLANDA L	203 SW 2 TER	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 2 BLK 2
514203140110	BRYANT,CURTIS JR	205 SW 2 TER	DANIA BEACH	FL	33004	3924	NORTH DANIA HEIGHTS 7-39 BLOT 3 BLK 2
514203140120	TISDALE,BRENDA REA H/ETYSON,TAMESHIA H/IE ETAL	207 SW 2 TER	DANIA BEACH	FL	33004	3924	NORTH DANIA HEIGHTS 7-39 BLOT 4 BLK 2
514203140130	RM 33 LLC	2500 PARKVIEW DR #2211	HALLANDALE BEACH	FL	33009		NORTH DANIA HEIGHTS 7-39 BLOT 5,6 E1/2 BLK 2
514203140140	BAKER,JOSEPH &BAKER-HILL,CHERYL	PO BOX 94	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 6 W1/2,7 BLK 2
514203140150	ELLERY,JANICE ANN	214 SW 2 PL	DANIA BEACH	FL	33004	3957	NORTH DANIA HEIGHTS 7-39 BLOT 8,9 W 10 BLK 2
514203140160	TOBON,BEATRIZ E	1926 CLEVELAND ST	HOLLYWOOD	FL	33020		NORTH DANIA HEIGHTS 7-39 BLOT 9 LESS W 10,10 LESS E 24BLK 2

514203140170	WHITE ROSE HOMES LLC	PO BOX 1271	Pag 20	FL	33425	4408	NORTH DANIA HEIGHTS 7-39 BLOT 10 E 24,11 BLK 2
514203140180	GAINES,MICHAEL A & GAINES,PAMELA R	1911 SCARBROUGH DR	STONE MTN	GA	30088		NORTH DANIA HEIGHTS 7-39 BLOT 12 BLK 2
514203140190	CARTER,CAROLYN	4870 SW 19 ST	WEST PARK	FL	33023		NORTH DANIA HEIGHTS 7-39 BLOT 13 BLK 2
514203140200	QUINTANA,SILVIA	719 S 15 AVE	HOLLYWOOD	FL	33020		NORTH DANIA HEIGHTS 7-39 BLOT 14 BLK 2
514203140210	MSKILL,BRUCE E & MICHELLE M	201 SW 2 PL	DANIA BEACH	FL	33004	3923	NORTH DANIA HEIGHTS 7-39 BLOTS 1 & 2 BLK 3
514203140230	SNISKY,CHRISTOPHER	205 SW 2 PL	DANIA BEACH	FL	33004	3923	NORTH DANIA HEIGHTS 7-39 BLOT 3 BLK 3
514203140240	HART,WILLIAM J	207 SW 2 PL	DANIA BEACH	FL	33004	3923	NORTH DANIA HEIGHTS 7-39 BLOT 4 BLK 3
514203140250	ARMSTRONG,JUNE	209 SW 2 PL	DANIA BEACH	FL	33004	3923	NORTH DANIA HEIGHTS 7-39 BLOT 5 BLK 3
514203140260	BRACKE,MARINA SIMONNE	9841 BROKEN BOW RD	DALLAS	TX	75238	2633	NORTH DANIA HEIGHTS 7-39 BLOT 6 BLK 3
514203140270	CECIL,RAWATECECIL BALRAM JR	215 SW 2 PL	DANIA BEACH	FL	33004		NORTH DANIA HEIGHTS 7-39 BLOT 7 BLK 3
514203140280	BROBECK,JEREMY G	717 SW 7 AVE	FORT LAUDERDALE	FL	33315		NORTH DANIA HEIGHTS 7-39 BLOT 8 BLK 3
514203140290	CRUISE,ROBIN	3731 N 53 AVE	HOLLYWOOD	FL	33021	2204	NORTH DANIA HEIGHTS 7-39 BLOT 9,10 BLK 3
514203140300	HANSFORD,SUSAN M	3267 ROCKY RIVER DR	CLEVELAND	OH	44111	1922	NORTH DANIA HEIGHTS 7-39 BLOT 11,12 BLK 3
514203140310	GARALFA ESTATES 2 LLC	777 SW 37 AVE SUITE 510	MIAMI	FL	33135		NORTH DANIA HEIGHTS 7-39 BLOT 13 BLK 3
514203140320	GARALFA ESTATES 2 LLC	777 SW 37 AVE SUITE 510	MIAMI	FL	33135		NORTH DANIA HEIGHTS 7-39 BLOT 14 BLK 3
514203220010	DA SILVA,FILOMENA C	34 SE 3 TER	DANIA BEACH	FL	33004		DALTON MANOR 11-38 BLOT 7 BLK 5
514203220020	ANGEL,ERICKANGEL,MIREYA	220 SE 6 ST	DANIA BEACH	FL	33004	4148	DALTON MANOR 11-38 BLOT 8 BLK 5
514203220030	AVALEN LLC	PO BOX 268235	WESTON	FL	33326	8235	DALTON MANOR 11-38 BLOT 9 BLK 5
514203220040	THOMAS,DEBRA KELLY	28 SE 3 PL	DANIA BEACH	FL	33004		DALTON MANOR 11-38 BLOT 10 BLK 5
514203220050	DIAZ-GIRON,CLAUDIA	31 SE 3 PL	DANIA BEACH	FL	33004		DALTON MANOR 11-38 BLOT 11 BLK 5
514203230060	CUELLAR,EDDIR	40 SE 3 TER	DANIA BEACH	FL	33004		DALTON MANOR AMEN PLAT 14-56 BPT OF BLK 5 F/P/A LOT 6 BLK 5
514203260010	OLIVERO,STEPHANE J	6111 NW 17 ST	SUNRISE	FL	33313		MODELO PARK 14-10 BLOT 1 BLK 1
514203260011	MILLER,DAVIDNAZEF,LOUIZA	1025 COUNTRY CLUB DR #306X	MARGATE	FL	33063		MODELO PARK 14-10 BLOT 2 BLK 1
514203260020	MILLER,DAVID	310 SW 1 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 3,4 BLK 1
514203260030	FISHER,JACK G% JACK G FISHER ETAL	318 SW 1 AVE #1-2	DANIA BEACH	FL	33004	3959	MODELO PARK 14-10 BLOT 5,6 BLK 1
514203260040	FISHER,JACK G% JACK G FISHER ETAL	318 SW 1 AVE	DANIA BEACH	FL	33004	3959	MODELO PARK 14-10 BLOT 7,8 N1/2 BLK 1
514203260050	MEJIA,MIRIAM	332 SW 1 AVE	DANIA BEACH	FL	33004	3959	MODELO PARK 14-10 BLOT 8 S1/2,9 BLK 1
514203260060	TORRES CELIA BEZERRA	342 SW 1 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 10,11 N1/2 BLK 1
514203260070	KILLORAN,BRIDGET DHERRERA,SANDRA	346 SW 1 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 11 S1/2,12 BLK 1
514203260080	SHELLEY,PAUL	350 SW 1 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 13,14 BLK 1
514203260090	MORIN,BRUNO J & IRIS	362 SW 1 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 15 TO 17 BLK 1
514203260100	VERGEZ,RICHARD GABRIELLOAYZA,PATRICIA						
514203260110	MARCELA	347 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOTS 18 TO 20 S 3 BLK 1
514203260120	SLOAN,ANDREW	343 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 20 N 22,21,22 S 11 BLK 1
514203260130	ALSBROOK,L P BROOKS	339 SW 2 AVE	DANIA BEACH	FL	33004	3915	MODELO PARK 14-10 BLOT 22 N 14,23,24 S 19 BLK 1
514203260140	KRISKA,DAVID A & MARGARET M	335 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 24 N 6,25,26,27 S 2 BLK 1
514203260150	HALE-HICKS, TERRY	331 SW 2 AVE	DANIA BEACH	FL	33004	3963	MODELO PARK 14-10 BLOT 27 N 23,28,29 S 10 BLK 1
514203260160	DB 60 ENTERPRISES LLC	305 SW 13 ST	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 29 N 15,30,31 S 18 BLK 1
514203260170	CANALES,FRANCISCO & ADRIANA	4022 JOHNSON ST	HOLLYWOOD	FL	33021	5302	MODELO PARK 14-10 BLOT 31 N 7,32,33,34 S 1 BLK 1
514203260180	BELLINI,JEAN SBEILLI,MARY J	4022 JOHNSON ST	HOLLYWOOD	FL	33021	5302	MODELO PARK 14-10 BLOT 34 N 24,35,36 S 9 BLK 1
514203260190	KLEIN,ANDREW MICHAELKLEIN,LAUREN ALEXIS	315 SW 2 AVE	DANIA BEACH	FL	33004	3963	MODELO PARK 14-10 BLOT 36 N 16,37,38 S 17 BLK 1
514203260200	DEROXTRA,RICHARD JR & AMANDA D	5709 NE 22 AVE	FORT LAUDERDALE	FL	33308		MODELO PARK 14-10 BLOT 39,40,38 N 8 BLK 1
514203260201	RACOVITA,MARIUS HIERACOVITA,MARIANA	307 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 41 & 42 BLK 1
514203260210	LOMBARDO,LAURA	303 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 43 & 44 BLK 1
514203260220	PIPER,SHANE L	PO BOX 126	DANIA BEACH	FL	33304		MODELO PARK 14-10 BLOTS 1 TO 3 BLK 2
514203260230	SEL MANAGEMENT LLC	1425 ARTHUR ST APT 206	HOLLYWOOD	FL	33020	3703	MODELO PARK 14-10 BLOT 4 TO 6 BLK 2
514203260240	MAESKY,HELEN P EST	213 SW 3 PL	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 7,8 BLK 2
514203260300	DAVENPORT,JANET L	221 SW 3 PL	DANIA BEACH	FL	33004	3953	MODELO PARK 14-10 BLOT 9,10 BLK 2
514203260310	STROTHER,JOHN	318 SW 2 AVE	DANIA BEACH	FL	33004	3949	MODELO PARK 14-10 BLOT 1 TO 6 BLK 3
514203260320	HUYNH,THANHUU,LONG	330 SW 2 AVE	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 7 TO 9 BLK 3
514203260330	MODDEANNY LLC	202 SW 3 PL	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 10 TO 12 BLK 3
514203260331	210 SW 3RD PL LAND TRPROPERTY SOLUTION SVCS LLC TRST	151 N NOB HILL RD STE 251	PLANTATION	FL	33324		MODELO PARK 14-10 BLOT 13 BLK 3 COMM NE COROF LOT 13, S 59.62 TO POB,S 85.75, W 39.97, N 86.01,E 40.02 TO POB
514203260340	REGAN,TOMMER J	980 N FEDERAL HWY	BOCA RATON	FL	33432		MODELO PARK 14-10 BLOT 13 BLK 3 COMM NE COROF LOT 13, S 59.62, W 40.02,N 59.49, E 40.06 TO POB
514203260350	BURDICK,EILEEN	216 SW 3 PL	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 14,15 LESS W 21 BLK 3
514203260360	CHEUNG,SHU KAN	220 SW 3 PL	DANIA BEACH	FL	33004	3929	MODELO PARK 14-10 BLOT 15 W 21,16 E 32 BLK 3
514203260370	SANCHEZ REAL PROPERTY LLC	7302 NW 94 WAY	TAMARAC	FL	33321		MODELO PARK 14-10 BLOT 16 LESS E 32,17, LOT 18 LESSW 35 BLK 3
514203260380	BROKENBOROUGH MANAGEMENT LLC	17201 SW 48 ST	SOUTHWEST RANCHES	FL	33331		MODELO PARK 14-10 BLOT 18 W 35,19 LESS W 22 BLK 3
514203260390	SETHARES,MICHAELGOLEBIEWSKI,CHRISTINE	110 PENNSYLVANIA AVE	O'RELAND	PA	19075		MODELO PARK 14-10 BLOT 19 W 22,20 LESS W 9 BLK 3
514203260400	SETHARES,MICHAELGOLEBIEWSKI,CHRISTINE	244 SW 3 PL	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 20 W 9,21,22 LESS W 36 BLK 3
		244 SW 3 PL UNIT 1-3	DANIA BEACH	FL	33004		MODELO PARK 14-10 BLOT 22 W 36,23 LESS W 23 BLK 3

514203260420	VIVANCO,ALEXANDRA JBARBECHO,JUDITH CONDE	266 SW 3 TERR	Page 6 of 11	FL	33004	MODELO PARK 14-10 BLOT 25,26 W 23 BLK 3
514203260430	SMITH,MOSE JR	263 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 26 LESS W 23,27 W 36 BLK 3
514203260440	RONGA,JOSEPH JR & RONGA,SHERRY	241 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 27 LESS W 36,28,LOT 29 W 9BLK 3
514203260450	PEREZ,DARWIN	727 SW 5 ST	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 29 LESS W 9,30 W 22 BLK 3
514203260460	PREISSLER,BRIAN J HIEPREISSLER,EVA E	242 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 30 LESS W 22,31 W 35 BLK 3
514203260470	DOZIER,LEKETIADOZIER,O'NEAL	225 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 31 LESS W 35,32,33 W 8BLK 3
514203260480	LLERENA,JUANA ROSA	217 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 33 LESS W 8,34 BLK 3
514203260490	MORALES,BLANCA & RICARDO	209 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 35,36 BLK 3
514203260500	BAILEY,DANIEL	302 SW 2 AVE	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 1 TO 4 BLK 4
514203260510	OWCHARIW,THEODOR & OWCHARIW,NANCY	239 SW 9 ST	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 5,6 BLK 4
514203260520	JOSEY,CHRISTOPHER L	8150 SPRING DR	YALAHUA	FL	34797	MODELO PARK 14-10 BLOT 7 BLK 4
514203260530	ROBERTSON,ANTHONY W HIEROBERTSON,ELAINE M ETAL	220 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 8 BLK 4
514203260540	222 DANIA LLC	42 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316	MODELO PARK 14-10 BLOT 9 BLK 4
514203260550	TENN,GREGORY	230 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 10,11 E 20 BLK 4
514203260560	CAMPO,CLAUDIAMCCARTHY,MAUREEN	228 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 11 LESS E 20,12 BLK 4
514203260570	AHRENS,HARA E	232 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 13,14 LESS W 27 BLK 4
514203260580	DICKERSON,MICHAEL R	251 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 14 W 27,15 LESS W 14 BLK 4
514203260590	RONGA,JOSEPH JR & SHERRY	244 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 15 W 14,16 LESS W 1 BLK 4
514203260600	ROBERTS,JOHN JR	248 SW 3 TER	DANIA BEACH	FL	33004	MODELO PARK 14-10 BLOT 16 W 1,17 LESS W 6,5 FOR STBLK 4
514203260610	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	MODELO PARK 14-10 BHIGHWAYS,STREETS AND ALLEYSDEDICATED TO PUBLIC PER PLAT
514203270010	SHREE-RAM PROPERTIES RENTALS LLC	338 S FEDERAL HWY	DANIA BEACH	FL	33004	BRYAN ADD TO DANIA 14-57 BLOT 1 LESS ST RD & 4 LESS ST RD& LESS W 15 OF S 35
514203270030	WU,NAI JEN & HE,XIAO XIA	242 S FEDERAL HWY	DANIA BEACH	FL	33004	BRYAN ADD TO DANIA 14-57 BLOT 2,LOT 3 LESS S 3 & W 15 OFS 35 OF LOT 4 TOG WITH 3-51-42COMM AT NW COR OF LOT 2 OF BRYANADD TO DANIA,ELY ALG N/LOF SAIDLOT FOR 98,70 TO POB,CONT ELY52,30,NLY 50,WLY 52,30,SLY 50TO POB
514203300010	ROBERT MARKS & BARBARA MARKS	925 S NORTHLAKE DR	HOLLYWOOD	FL	33019	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 E 60 OF W 390
514203300020	TRMARKS,BARBARA TRSTEE	195 SE 2 ST #1-2	DANIA BEACH	FL	33004	RAULERSON SUB AMEN PLAT 14-70 BE 125 OF BLK 1
514203300030	DEGRAVE,JACKIE	133 SE 2 ST	DANIA BEACH	FL	33004	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 LESS W 390 & LESS E 125
514203300040	CJS IHOP DANIA BEACH LLC%ORION INVESTMENT & MGMT	200 S BISCAYNE BLVD #6 FLR	MIAMI	FL	33131	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 W 150
514203300050	ETAL	21 SE 2 ST	DANIA BEACH	FL	33004	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 E 60 OF W 270
514203300060	EFRAIT,DAVID	105 SE 2 ST #1-2	DANIA BEACH	FL	33004	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 E 60 OF W 330
514203300070	GANTT,PICKENS A	1953 HIGHWAY 11 W UNIT A	BRISTOL	TN	37620	RAULERSON SUB AMEN PLAT 14-70 BBLK 1 E 60 OF W 210
514203380040	TURNERY,JEFFREE	321 WALNUT ST	HOLLYWOOD	FL	33019	VICTORY HEIGHTS 21-2 BLOT 4,5 BLK 2
5142033800430	SECOND PLACE DANIA LLC	401 SW 2 PL	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 6,7 BLK 2
5142033800440	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOTS 8 & 9 BLK 2
5142033800510	MCLEYEA,DEBRA M	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 4 BLK 3
5142033800520	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 5 BLK 3
5142033800530	JACKSON,PERRY L	406 SW 2 PL	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 6 BLK 3
5142033800540	ALL S FLORIDA DEVELOP INC &VICTORY HEIGHTS PROPERTIES INC	201 SE 2 AVE	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOTS 7,8 & 9 BLK 3
5142033800560	BASS,LINDA S	20147 NW 58 PL	HIALEAH	FL	33015	VICTORY HEIGHTS 21-2 BLOT 10 BLK 3
5142033800561	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 11 BLK 3
5142033800570	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 12 BLK 3
5142033800620	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 4 BLK 4
5142033800630	BRAND,JAMES	414 SW 2 TER	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 5,6 BLK 4
5142033800640	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 7,8 BLK 4
5142033800710	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 8 LESS BEG AT NW COR OFLOT 8,ELY 25,SLY 14,08 TO INTER-SECTION WITH ARC OF CUR,WLY ALGCUR 25,05,NLY 15,19 TO POB BLK 5
5142033800720	MCLEYEA,THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 9 & 10 LESS POR DESC AS BEGNW COR OF LOT 9,ELY 50 TO NE CORLOT 10,SLY 11,22,SWLY 50,14 TOW/L OF LOT 9,NLY 14,08 TO POBBLK 5

514203380730	MCELYEA, THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOTS 11 THRU 14 LESS PT DESC AS,BEG AT NW COR OF LOT 11,ELY 100,SWLY 2.9 TO INTERSEC WITH ARC OF CUR,SWLY ALG SAME 100.5,NLY11.22 TO POB BLK 5
514203380740	MCELYEA, THOMAS C EST	137 SE 2 CT	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BLOT 15,16,LESS PT DESC AS,BEGAT NW COR OF LOT 15,ELY 27.43 TOINTERSEC WITH ARC OF CUR,SWLYALG CUR 27.64,NLY 2.9 TO POBBLK 5
514203380750	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	VICTORY HEIGHTS 21-2 BALL STREETS AND ALLEYS DEDICATEDPER PLAT 21-2 B
514203400510	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	DALTON VIEW 28-29 BALL STREETS & ALLEYS AREDEDICATED TO THE PUBLIC PER PLAT
514203440010	GEE COIN 3 INC	3821 N 51 AVE	HOLLYWOOD	FL	33021	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 1 LESS BEG AT SW COR OF LOT1,NELY 108.52,ELY 34.54 TO P/C,SWLY AN ARC DIST OF 87.83 TO P/C,SLY & ELY AN ARC DIST OF 39.83TO P/T WITH S/L OF LOT 1,WLY38.35 TO POB,2 LESS E 2
514203440011	ARRIAGADA,BALBINADECKER,JUSTIN	221 SW 2 TER	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 3 LESS POR DESC AS,BEG NWCOR OF SAID LOT,SLY 124.11,ELY3.74,NELY 42.74,NELY 66.36 TOP/C,NLY & ELY AN ARC DIST OF26.26 TO P/T,SWLY 20.58 TOPOB
514203440020	CATOIU,SILVANA	217 SW 2 TER	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 4
514203440030	SPARACINO,NATALYA S	218 SW 2 PL	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 5A LESS BEG AT NW COR LOT5A,SWLY ALG W/L 110.33,NLY111.35,WLY ALG N/L LOT 5A FOR3.74 TO POB
514203440040	ROA-ZAITER,SONNYA M	216 SW 2 PL	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 6
514203440050	MIZE,DENNIS D	225 SW 2 PL	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 7
514203440060	RODRIGUEZ,SINDY DIAZ	221 SW 2 PL	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 8
514203440070	SAVE HEAVEN LLC	4156 INVERRARY DR #110	LAUDERHILL	FL	33319	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 9
514203440080	RBLG FAMILY HOLDINGS LLLP	174 AIRSTREAM LN	TAVERNIER	FL	33070	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 10 LESS E 25.40
514203440090	RAMOS,JOSE ELLINAS RAMOS,DEMARIS	222 SW 3 ST	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 10 E 25.4,11
514203440100	EDWARDS,ROGER A &EDWARDS,MARY ANN	1314 E LAS OLAS BLVD #501	FORT LAUDERDALE	FL	33301	GEORGE M PHIPPEN SUB-RESUB35-4 BLOT 12
514203440110	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	GEORGE M PHIPPEN SUB-RESUB35-4 BAVENUES,STREETS,PLACES & TERRACES ARE DEDICATED TO THEPUBLIC PER PLAT
514203440120	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	GEORGE M PHIPPEN SUB-RESUB 35-4B35-4 BPOR OF LOT 1,DESC AS,BEG AT SWCOR OF LOT 1,NE 108.52,E 34.54SWLY 87.83,SELY 39.83,W 38.35 TOPOB
514203440130	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	GEORGE M PHIPPEN SUB-RESUB35-4 BPOR OF LOT 3,DESC AS,BEG AT NWCOR OF LOT 3,SW 124.11,E 3.74NE 42.74,NE 66.36,NELY 26.26,W 20.58 TO POB
514203440140	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	GEORGE M PHIPPEN SUB-RESUB35-4 BPOR OF LOT 5A,DESC AS,BEG AT NWCOR OF LOT 5A,SW 110.33,NE111.35,W 3.74 TO POB
514203470010	BARTLEY,DOREEN ANNE & JOHN H JR	201 SE 2 AVE	DANIA BEACH	FL	33004	DANIA GOLF VIEW 36-50 BLOT 1,2 & W 7 OF 3 BLK 1LESS S 63 OF W 100 THEREOF
514203470011	BARTLEY,JOHN H SR	203 SE 2 AVE	DANIA BEACH	FL	33004	DANIA GOLF VIEW 36-50 BS 63 OF LOTS 1 & 2 LYING WITHINW 100 OF W/L OF LOT 1 BLK 1
514203470180	MICHAELS REAL ESTATEPROPERTIES LLC	927 NAUTILUS ISLE	DANIA BEACH	FL	33004	DANIA GOLF VIEW 36-50 BLOT 20 BLK 1
514203470190	BOILLARD INVESTMENTS LLC	208 SE 4 TER	DANIA BEACH	FL	33004	DANIA GOLF VIEW 36-50 BLOT 1 BLK 2
514203470380	DANIA LLC	21085 NE 34 AVE #402	AVENTURA	FL	33179	DANIA GOLF VIEW 36-50 BLOT 20 LESS E 7 BLK 2
514203470390	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	DANIA GOLF VIEW 36-50 BALL STREETS,ALLEYS DEDICATED PERPLAT 36-50 B
514203710010	249 SOUTH FEDERAL HWY LLC	249 S FEDERAL HWY	DANIA BEACH	FL	33004	LETO SQUARE 166-12 BPARCEL A
514203710020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	LETO SQUARE 166-12 BRW DEDICATED TO PUBLIC PER PLAT
514203AA0010	348 DANIA SOUTH 1 REV TRBAK,ITZHAK TRSTEE	1100 NE 8 ST	HALLANDALE BEACH	FL	33009	ROYAL PALM GARDENS CONDOUNIT 1PER CDO BK/PG: 4205/932
514203AA0020	SRKK INVESTMENTS LLC	338 SOUTH FEDERAL HWY	DANIA BEACH	FL	33004	ROYAL PALM GARDENS CONDOUNIT 2PER CDO BK/PG: 4205/932
514203AA0030	KAREM REV TRBAK,ITZHAK TRSTEE	1100 NE 8 ST	HALLANDALE BEACH	FL	33009	ROYAL PALM GARDENS CONDOUNIT 3PER CDO BK/PG: 4205/932
514203AA0040	MURRAY,HODGEL B	279 SW 9TH ST	DANIA BEACH	FL	33004	ROYAL PALM GARDENS CONDOUNIT 4PER CDO BK/PG: 4205/932

514203AA0050	RODRIGUEZ,WILMER A & CRISTINA N	3081 SW 44 ST	Page 8 of 11 FORT LAUDERDALE	FL	33312		ROYAL PALM GARDENS CONDOUNIT 5PER CDO BK/PG: 4205/932
514203AA0060	SRKK INVESTMENTS LLC	338 S FEDERAL HWY	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 6PER CDO BK/PG: 4205/932
514203AA0070	MONTEITH-BURNS,BEVERLY &PERRETTE-THORPE,KYM	2504 RALEIGH ST	HOLLYWOOD	FL	33020		ROYAL PALM GARDENS CONDOUNIT 7PER CDO BK/PG: 4205/932
514203AA0080	LETZER,ELIZABETH M	348 S FEDERAL HWY UNIT 8	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 8PER CDO BK/PG: 4205/932
514203AA0090	BRIGGS PROPERTIES INC	PO BOX 157	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 9PER CDO BK/PG: 4205/932
514203AA0100	ANDINO,BYRON O & XIMENA	7540 NW 6 CT	PLANTATION	FL	33317		ROYAL PALM GARDENS CONDOUNIT 10PER CDO BK/PG: 4205/932
514203AA0110	NORHA REV TR	348 S FEDERAL HWY #11	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 11PER CDO BK/PG: 4205/932
514203AA0120	DIRK,DEBORAH	4863 HARRIS PL	GREENWOOD	IN	46142	9714	ROYAL PALM GARDENS CONDOUNIT 12PER CDO BK/PG: 4205/932
514203AA0130	CHING,KAICHUNG R	1668 SW 108 WAY	DAVIE	FL	33324		ROYAL PALM GARDENS CONDOUNIT 14PER CDO BK/PG: 4205/932
514203AA0140	RAYMOND,KAICHUNG &CHING,CARL KAISHAN	3817 SW 50 CT	FORT LAUDERDALE	FL	33312	8221	ROYAL PALM GARDENS CONDOUNIT 15PER CDO BK/PG: 4205/932
514203AA0150	BONIN,YVONNE & GILLESBONIN,MANON	1330 LAUZON AVE	*SUDBURY ON	CA	P3A 3	E1	ROYAL PALM GARDENS CONDOUNIT 16PER CDO BK/PG: 4205/932
514203AA0160	348 S17 REV TRBAK,ITZHAK TRSTEE	1100 NE 8 ST	HALLANDALE BEACH	FL	33009		ROYAL PALM GARDENS CONDOUNIT 17PER CDO BK/PG: 4205/932
514203AA0170	THIBODEAU,FRANCOIS	348 S FEDERAL HWY #18	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 18PER CDO BK/PG: 4205/932
514203AA0180	MORRISON-GODMAN,DENISE	325 SE 11 TER #107	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 19PER CDO BK/PG: 4205/932
514203AA0190	RPG XX REV TRBAK,ITZHAK TRSTEE	1100 NE 8 ST	HALLANDALE BEACH	FL	33009		ROYAL PALM GARDENS CONDOUNIT 20PER CDO BK/PG: 4205/932
514203AA0200	MODELO PROPERTIES INC	700 E DANIA BEACH BLVD	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 21PER CDO BK/PG: 4205/932
514203AA0210	SMITH,DONNA M	821 STRATFORD WAY APT J	FREDERICK	MD	21701	7215	ROYAL PALM GARDENS CONDOUNIT 22PER CDO BK/PG: 4205/932
514203AA0220	BRIGGS PROPERTIES INC	PO BOX 157	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 23PER CDO BK/PG: 4205/932
514203AA0230	ATLANTIC COAST TRCOSTA,CARLOS G TRSTEE	2167 NOVA VILLAGE DR	DAVIE	FL	33317		ROYAL PALM GARDENS CONDOUNIT 24PER CDO BK/PG: 4205/932
514203AA0240	PEREZ,JORGE H/EFUMERO,CONSUELO	348 S FEDERAL HWY #25	DANIA BEACH	FL	33004	4911	ROYAL PALM GARDENS CONDOUNIT 25PER CDO BK/PG: 4205/932
514203AA0250	AHRON REV TRBAK,ITZHAK TRSTEE	348 S FEDERAL HWY # 26	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 26PER CDO BK/PG: 4205/932
514203AA0260	BAK,ITZHAK	1100 NE 8 ST	HALLANDALE BEACH	FL	33009	2630	ROYAL PALM GARDENS CONDOUNIT 27PER CDO BK/PG: 4205/932
514203AA0270	ALLIANCE CONDOS & APARTMENTS LLC	7601 E TREASURE DR #2103	MIAMI BEACH	FL	33141		ROYAL PALM GARDENS CONDOUNIT 28PER CDO BK/PG: 4205/932
514203AA0280	GRITZ,EDNA R &MARCOS,CLOVIS A	2110 NE 199 ST	MIAMI	FL	33179	3115	ROYAL PALM GARDENS CONDOUNIT 29PER CDO BK/PG: 4205/932
514203AA0290	BRIGGS PROPERTIES INC	PO BOX 157	DANIA BEACH	FL	33004		ROYAL PALM GARDENS CONDOUNIT 30PER CDO BK/PG: 4205/932
514203AA0300	348 S REV TR	11805 SW 48 CT	COOPER CITY	FL	33330		ROYAL PALM GARDENS CONDOUNIT 31PER CDO BK/PG: 4205/932
514203CD0010	CYR,MICHEL &BOURDAGES,JULIE	119 AVE PORT-ROYAL	*BONAVENTURE QC	CA	G0C 1	E0	RONOLA APTS CONDOUNIT 1PER CDO BK/PG: 8692/469
514203CD0020	KAREN RENEE CHEWNING (IRA)% EQUITY TR CO	1531 WILEY ST	HOLLYWOOD	FL	33020		RONOLA APTS CONDOUNIT 2PER CDO BK/PG: 8692/469
514203CD0030	SABER,EDWARD	99 NEAL SHORE RD	MEREDITH	NH	03253		RONOLA APTS CONDOUNIT 3PER CDO BK/PG: 8692/469
514203CD0040	ROLAT LLC	19900 E COUNTRY CLUB DR STE 1220	AVENTURA	FL	33180		RONOLA APTS CONDOUNIT 4PER CDO BK/PG: 8692/469
514203CD0050	BEAUREGARD,ROGER T & ETHEL M	6 COBBLESTONE DR	HUDSON	NH	03051	4576	RONOLA APTS CONDOUNIT 5PER CDO BK/PG: 8692/469
514203CD0060	HUNT,WILLIAM & SHARON	10 SHAWNEE WAY	STAFFORD	VA	22556	6655	RONOLA APTS CONDOUNIT 6PER CDO BK/PG: 8692/469
514203CD0070	ARCACHA,MARIO & ARCACHA,MARIA	6982 CORONADO WAY	FORT LAUDERDALE	FL	33331	4604	RONOLA APTS CONDOUNIT 7PER CDO BK/PG: 8692/469
514203CD0080	AMICARELLI,OSCARALAVA MENENDEZ,MARIANA DE						
514203CD0090	JESUS	20505 E COUNTRY CLUB DR APT 2037	MIAMI	FL	33180	3041	RONOLA APTS CONDOUNIT 8PER CDO BK/PG: 8692/469
514203CD0100	BOURDAGES,MARGUERITE	130 ROUTE 132 EAST	*BONAVENTURE QC	CA	G0C 1	E0	RONOLA APTS CONDOUNIT 9PER CDO BK/PG: 8692/469
514203CD0110	PLANTE,VICTORVICTOR & HELENE PLANTE IRREV TR	22 SE 3 TERR #10	DANIA BEACH	FL	33004		RONOLA APTS CONDOUNIT 10PER CDO BK/PG: 8692/469

514203CD0110	TKO 1 LLC	1631 WILEY ST	1601 WOOD	FL	33020	RONOLA APTS CONDOUNIT 11PER CDO BK/PG: 8692/469
514203CD0120	HERTZBERG,BARBARAHERTZBERG,SARA,JENNIFER	22 SE 3 TER #12	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 12PER CDO BK/PG: 8692/469
514203CD0130	DELEHANTY,WILLIAM	PO BOX 1028	WURTSBORO	NY	12790	RONOLA APTS CONDOUNIT 213PER CDO BK/PG: 8692/469
514203CD0140	COUTURE,ALAINDUSSAULT,ALINE	1319 RUE JOLLIET A	*SHERBROOKE QC	CA	JHK 1	RONOLA APTS CONDOUNIT 14PER CDO BK/PG: 8692/469
514203CD0150	PHANEUF,RAOUL,PHANEUF,ROBERT	970 CLAING	*MICHAUDVILLE QC	CA	JOH 1	RONOLA APTS CONDOUNIT 15PER CDO BK/PG: 8692/469
514203CD0160	FILENKO,IRYNA	313 GARDENS DR APT 101	POMPANO BEACH	FL	33069	RONOLA APTS CONDOUNIT 16PER CDO BK/PG: 8692/469
514203CD0170	SOLIC,JANKO & JOANNE	1600 N OCEAN DR	HOLLYWOOD	FL	33019	RONOLA APTS CONDOUNIT 17PER CDO BK/PG: 8692/469
514203CD0180	APRIL,CLAUDE &LEPINE,CAROLE	225 RUE LASALLE	*ST PAUL QC	CA	JOK 3	RONOLA APTS CONDOUNIT 18PER CDO BK/PG: 8692/469
514203CD0190	NIETO,DANIELA VERONICA SARATI N	1425 ARTHUR ST #505	HOLLYWOOD	FL	33020	RONOLA APTS CONDOUNIT 19PER CDO BK/PG: 8692/469
514203CD0200	MILES,JOHN LEE & IZABELA BEATA	22 SE 3 TER #20	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 20PER CDO BK/PG: 8692/469
514203CD0210	RYDZ,GABRIELBECERRA,NORMAN SMITH	19900 E COUNTRY CLUB DR #1220	AVENTURA	FL	33180	RONOLA APTS CONDOUNIT 21PER CDO BK/PG: 8692/469
514203CD0220	MODDEANNY LLC	151 N NOB HILL RD STE 251	PLANTATION	FL	33324	RONOLA APTS CONDOUNIT 22PER CDO BK/PG: 8692/469
514203CD0230	ANDERSEN,DEBORAH MARIE	22 SE 3 TER #23	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 23PER CDO BK/PG: 8692/469
514203CD0240	KRK CAPITAL LLC	1340 STIRLING RD #108	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 24PER CDO BK/PG: 8692/469
514203CD0250	ANDINO,BYRON O	7540 NW 6 CT	FORT LAUDERDALE	FL	33317	RONOLA APTS CONDOUNIT 25PER CDO BK/PG: 8692/469
514203CD0260	KOFFMAN,KEVINOFFMAN,TRACY	4010 BAYVIEW DR	FORT LAUDERDALE	FL	33308	RONOLA APTS CONDOUNIT 26PER CDO BK/PG: 8692/469
514203CD0270	CLANCY,ROBERTCLANCY,HELEN ETAL	22 SE 3 TER #27	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 27PER CDO BK/PG: 8692/469
514203CD0280	NGUYEN,DUY TRANG THI	22 SE 3 TER #28	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 28PER CDO BK/PG: 8692/469
514203CD0290	RETY,CHANTAL	22 SE 3 TER # 29	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 29PER CDO BK/PG: 8692/469
514203CD0300	MORETTI,DANIEL	2229 COLUMBIA	WESTON	FL	33326	RONOLA APTS CONDOUNIT 30PER CDO BK/PG: 8692/469
514203CD0310	BIANCO,PATRICIA	7830 DICKENS AVE APT 204	MIAMI BEACH	FL	33141	RONOLA APTS CONDOUNIT 31PER CDO BK/PG: 8692/469
514203CD0320	NOISEUX,SYLVAINNOISEUX,HOLLY	72 BUTTOWNWOOD RD	BEDFORD	NH	03110	RONOLA APTS CONDOUNIT 32PER CDO BK/PG: 8692/469
514203CD0330	NOISEUX,SYLVAIN &NOISEUX,HOLLY	72 BUTTOWNWOOD RD	BEDFORD	NH	03110	RONOLA APTS CONDOUNIT 33PER CDO BK/PG: 8692/469
514203CD0340	EG & JG FAMILY LP	2800 SANTA TERESA	MISSION	TX	78572	RONOLA APTS CONDOUNIT 34PER CDO BK/PG: 8692/469
514203CD0350	MENDIETA,JOSEBORGES SAEZ,YUSILEY	22 SE 3 TER #35	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 35PER CDO BK/PG: 8692/469
514203CD0360	BOULAY,FRANCOISBOULAY,BRUNO	102-52 RUE LEMIEUX	*GRANBY QC	CA	J2H 0	RONOLA APTS CONDOUNIT 36PER CDO BK/PG: 8692/469
514203CD0370	MATRAZZO,SILVIA	22 SE 3 TER #37	DANIA BEACH	FL	33004	RONOLA APTS CONDOUNIT 37PER CDO BK/PG: 8692/469
514203CD0380	FORECLOSURE ASSETSMANAGEMENTS LLC	20533 BISCAYNE BLVD #1240	AVENTURA	FL	33180	RONOLA APTS CONDOUNIT 38PER CDO BK/PG: 8692/469
514203NN0010	D'AMOUR,PIERRECOCHER,MICHEL & LAFLEUR,ISABELL	50 ST JEAN BAPTISTE	*VALLEYFIELD QC	CA	J6T 1	SUNSHINE VILLA CO-OPUNIT 1
514203NN0020	LEMIRE,PATRICKLEMIRE,ERIC	375 CHEMIN SABOURIN	*LAC-SIMON QC	CA	J0V 1	SUNSHINE VILLA CO-OPUNIT 2
514203NN0030	GAUDREAU,GILLES &GAUDREAU, DENISE ET AL	506-4480 PROM PATON	*LAVAL QC	CA	H7W 5	SUNSHINE VILLA CO-OPUNIT 3
514203NN0040	GRAVEL,GINETTE & ROLANDGRAVEL,NANCY & GRAVEL,ERIC	318 LOUIS-JOSEPH-RODRIGUE BLVD	*SAINT-EUSTACHE QC	CA	J7F 6	SUNSHINE VILLA CO-OPUNIT 4
514203NN0050	TRUDEL,GASTON &BELLAVANCE,MARTHA	3629 DIONNE BLVD #103	*ST GEORGES QC	CA	G5Y 8	SUNSHINE VILLA CO-OPUNIT 5
514203NN0060	DESJARDINS,VINCENT	25 RUE LAFLUR REPENTIGNY	*QUEBEC QC	CA	J5Z 2	SUNSHINE VILLA CO-OPUNIT 6
514203NN0070	LAFONTAINE,JEANJACOB,CHANTAL	250 CH DU LAC MEKINAC	TROIS RIVES QC	CA	G0X 2	SUNSHINE VILLA CO-OPUNIT 7
514203NN0080	CLEMENT,ERICPERRON,BRIGITTE	4005 CH ORR	*COOKSHIRE EATON QC	CA	J0B 1	SUNSHINE VILLA CO-OPUNIT 8
514203NN0090	BOYER,LAURENTBOYER,MARTIN	539 CHEMIN ST LOUIS ST BASILE	*LE GRAND QC	CA	J3N 1	SUNSHINE VILLA CO-OPUNIT 9
514203NN0100	HEBERT,J ANDREMONGEON,FRANCINE	588 GRANDE LIGNE	*ST ALEXANDRE QC	CA	J0I 1	SUNSHINE VILLA CO-OPUNIT 10
514203NN0110	LAFONTAINE,ROGERPARE,GAETAN	265 RUE CHALUTIER #203	*QUEBEC QC	CA	G1K 8	SUNSHINE VILLA CO-OPUNIT 11
514203NN0120	PARENT,RITAWITTY,CLAUDE ETAL	990 ALBERT-CHARPENTIER ST	*SHERBROOKE QC	CA	J1L 0	SUNSHINE VILLA CO-OPUNIT 12
514203NN0130	AUBIN,ELISABETHLEGAULT,SERGE	266 16 AVE	*ST-ZOTIQUE QC	CA	J0F 1	SUNSHINE VILLA CO-OPUNIT 13
514203NN0140	BLANCHARD,ALAINROY,DIANE & BLANCHARD,P ETAL	2038 1RE RUE	*RICHELIEU QC	CA	J3L 3	SUNSHINE VILLA CO-OPUNIT 14
514203NN0150	YOUNG,ROBERT	124 S FEDERAL HWY	DANIA BEACH	FL	33004	SUNSHINE VILLA CO-OPUNIT 15
514203NN0160	LONGTIN,DENISDION,JOHANNE	223 S FEDERAL HWY #16	DANIA BEACH	FL	33004	SUNSHINE VILLA CO-OPUNIT 16
514203NN0170	MACHIKO KATHLEEN	9715 OLD KUMMER RD	ALLISON PARK	PA	15101	SUNSHINE VILLA CO-OPUNIT 17
514203NN0180	CHARPENTIER,NATHALIE	135 AVE DU BEARN	*ST. LAMBERT QC	CA	J4S 1	SUNSHINE VILLA CO-OPUNIT 18
514203NN0190	CUSELLO,AMANDACUSELLO,ANTHONY	2 W MISCHA RD	TRUMBULL	CT	06611	SUNSHINE VILLA CO-OPUNIT 20
514203NN0200	LEMAIRE,JEAN-GUY ETAL	562 CHARDOMMAY	*ST-MARTHE SUR LE LAC QC	CA	J0S 1	SUNSHINE VILLA CO-OPUNIT 21
514203NN0210	ST PIERRE, JEAN GUY	405 MONTEE ST CLAUDE	*ST PHILIPPE QC	CA	J0L 2	SUNSHINE VILLA CO-OPUNIT 22
514203NN0220	BEAUREGARD,SUZANNEPIGEON,DANIEL ETAL	557 COWIE	*GRANBY QC	CA	J2G 3	SUNSHINE VILLA CO-OPUNIT 23
514203NN0230	DESROCHES,SUSIELUSSIER,PIERRE ETAL	206 RUE MAILLOUX	*GRANBY QC	CA	J2J 1	SUNSHINE VILLA CO-OPUNIT 24
514203NN0240	LAFLAMME,PATRICEMORIN,LOUISE	128 DES TILLEULS	*GRANBY QC	CA	J2J 1	SUNSHINE VILLA CO-OPUNIT 25
514203NN0250	POUPART,ALAIN	45 ST-REMI ST	*SAINT-REMI QC	CA	J0L 2	SUNSHINE VILLA CO-OPUNIT 26
514203NN0260	TREMBLAY,ALDABOYER,ALEXANDRE ETAL	539 CHEMIN ST LOUIS	*ST BASILE LE GRAND QC	CA	J3N 1	SUNSHINE VILLA CO-OPUNIT 27
514203NN0270	POUPART,FRANCOISPOUPART,MICHEL	223 S FEDERAL HWY #29	DANIA BEACH	FL	33004	SUNSHINE VILLA CO-OPUNIT 29
514203NN0280	LEBLANC,YVONMARCOUX,JOHANNE	131 GARAND	*VICTORIAVILLE QC	CA	G6T 0	SUNSHINE VILLA CO-OPUNIT 30
514203NN0290	PARE,AUDREEPARE,CAMILLE ETAL	19 CH DE COOKSHIRE	*COMPTON QC	CA	J0B 1	SUNSHINE VILLA CO-OPUNIT 31
514203NN0300	RIENDEAU,JOSE	1663 RANG ST ANTOINE	*ST-REMI QC	CA	J0L 2	SUNSHINE VILLA CO-OPUNIT 32
514203NN0310	DEROP,LUCROY,LUCIE & DEROP,VERONIQUE	10 RUE DE BOISCHATEL	*GRANBY QC	CA	J2H 2	SUNSHINE VILLA CO-OPUNIT 33

514203NN0320	YELLE, RODRIGUE & BLANDINEYELLE, DIANE & YELLE, NATHALIE	156 POTVIN LAZURE	Page 10 of 11 *ST REMI QC	CA	JOL 2	L0	SUNSHINE VILLA CO-OPUNIT 34
514203NN0330	DEMERS, ALPHONSE DEMERS, GLORIA B	310 HILL ST #36	BIDDEFORD	ME	04005		SUNSHINE VILLA CO-OPUNIT 35
514203NN0340	FLEURENT, LYNE	1663 RANG ST	*ANTOINE ST REMI QC	CA	JOL 2	L0	SUNSHINE VILLA CO-OPUNIT 36
514203NN0341	BELISLE, PIERRE LEFRANCOIS, H & BELISLE, MARIE P	408-50 RUE DE LA BARRE	*LONGUEUIL QC	CA	J4K 5	G2	SUNSHINE VILLA CO-OPUNIT 37
514203NN0350	HAYES, ROBERT BHAYES, LINDA F	555 S RIVER ST	MARSHFIELD	MA	02050	2437	SUNSHINE VILLA CO-OPUNIT 38
514203NN0360	FONTAINE, NANCY FONTAINE, DANY	7 RUE EMARD	*GATINEAU QC	CA	J8V 2	K2	SUNSHINE VILLA CO-OPUNIT 39
514203NN0370	JEANNINE BEAUREGARD, NANCY ETAL	461 RUE DRUMMOND	*GRANBY QC	CA	J2H 0	K5	SUNSHINE VILLA CO-OPUNIT 40
514203NN0380	PARENT, SYLVIE BEAULIEU, AUREY-LEE	1084 CHEMIN BOLDUC	*MAGOG QC	CA	J1X 3	W5	SUNSHINE VILLA CO-OPUNIT 41
514203NN0390	JAMIESON, GARY JAMIESON, MARIE-JEANNE	326 KELLY RD	*GRAND FALLS NB	CA	E3Z 1	K4	SUNSHINE VILLA CO-OPUNIT 42
514203NN0400	BOISVERT, GUY BOISVERT, MARIE-CLAUDE ETAL	102-2350 RUE DU BARACHOIS	*QUEBEC QC	CA	G2C 0	G3	SUNSHINE VILLA CO-OPUNIT 43
514203NN0410	DAIGNEAULT, RENEE DAIGNEAULT, RONALD EST	1606 ALDERGATE	RIVERHEAD	NY	11901	1939	SUNSHINE VILLA CO-OPUNIT 44
514203NN0420	BERNARD, NATHALIE CHEVIGNY, ERIC	1220 RUE BRIGITTE	*LAVAL QC	CA	H7X 3	Z5	SUNSHINE VILLA CO-OPUNIT 45
514203NN0430	HUET, MARGUERITE	1025 SE 4 AVE #201	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 46
514203NN0440	POLJQUIN, ALEXANDRE POLJQUIN, YVES	567 RUE DES ECOLES	*VICTORIAVILLE QC	CA	G6S 0	S1	SUNSHINE VILLA CO-OPUNIT 47
514203NN0450	SAVAGE, JAMES R & PAMELA J	4248 N OCEAN DR	HOLLYWOOD	FL	33019		SUNSHINE VILLA CO-OPUNIT 48
514203NN0460	HEAVEY, DIANE	223 S FEDERAL HWY #49	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 49
514203NN0470	LAPERLE, JONATHAN & PILON, NANCY GAUTHIER, RICHARD & MERCIER, J	1231 PRINCIPALE EST	*ST PAUL D'ABBATSFORD QC	CA	J0E 1	A0	SUNSHINE VILLA CO-OPUNIT 50
514203NN0480	CEPEK, WILLIAM & DAWN	6940 SW 56 CT	DAVIE	FL	33312		SUNSHINE VILLA CO-OPUNIT 51
514203NN0490	CAYER, CARMEN ESTELLE HIESARRAZIN, YVES ETAL	223 S FEDERAL HWY #52	DANIA BEACH	FL	33004	4016	SUNSHINE VILLA CO-OPUNIT 52
514203NN0500	CARON, BRIGITTE	223 S FEDERAL HWY #53	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 53
514203NN0510	HOULE, LORANE POLJQUIN AMELIE & POLJQUIN, X	567 RUE DES ECOLES	*VICTORIAVILLE QC	CA	G6S 0	S1	SUNSHINE VILLA CO-OPUNIT 54
514203NN0520	MCWILLIAMS, KAREN & KEVIN MCWILLIAMS, BRIAN ETAL	107 DRAKE DR	WEXFORD	PA	15090		SUNSHINE VILLA CO-OPUNIT 55
514203NN0530	HUET, REAL	1025 SE 4 AVE #201	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 56
514203NN0540	BERGERON, GILLES & BIANCHETTE, GISELE ET AL	825 JEAN DESLAURIERS #314	*BOUCHERVILLE QC	CA	J4B 0	L5	SUNSHINE VILLA CO-OPUNIT 57
514203NN0550	BARANOWSKI, WALTER SWSB TR	223 S FEDERAL HWY #58	DANIA BEACH	FL	33004	4016	SUNSHINE VILLA CO-OPUNIT 58
514203NN0560	MENARD, CLAUDE & MENARD, NICOLE	273 CH DU BORD-DE-L'EAU RR1	*SAINT-BARBE QC	CA	J0S 1	P0	SUNSHINE VILLA CO-OPUNIT 59
514203NN0570	BEAUDOIN, MICHEL ROY, DENIS	24 BELAND	*VICTORIAVILLE QC	CA	G6R 1	J2	SUNSHINE VILLA CO-OPUNIT 60
514203NN0580	MASSE, LYNE MASSE, MARTIN	38 BELLEVUE	*COMPTON QC	CA	J0B 1	L0	SUNSHINE VILLA CO-OPUNIT 61
514203NN0590	SACCOCIO, GAIL PATRICIA SACCOCIO, LAWRENCE	80 CLINTON AVE	LYNBROOK	NY	11563	4133	SUNSHINE VILLA CO-OPUNIT 62
514203NN0600	BEAULIEU, CONSTANT BEAULIEU, EMILIE ETAL	1084 CHEMIN BOLDUC	*MAGOG QC	CA	J1X 3	W5	SUNSHINE VILLA CO-OPUNIT 64
514203NN0610	DESSUREAULT, SYLVIE FRENETTE, CLAUDE ETAL	294 AVE SAINTE-MARIE	*DONNACONA QC	CA	G3M 2	M5	SUNSHINE VILLA CO-OPUNIT 65
514203NN0620	LARIVIERE, YVANNORMANDIN, DIANE	30 CHEMIN CHAPUT	*ST CHARLES BORROMEE QC	CA	J6E 7	Y8	SUNSHINE VILLA CO-OPUNIT 66
514203NN0630	JOMPHE, GUERTHY & JOMPHE, MICHEL ET AL	11 RTE DU 2E-RANG SS 5	*CAUSAPSCAL QC	CA	G0J 1	J0	SUNSHINE VILLA CO-OPUNIT 67
514203NN0640	MALTAIS, NORMAN A	223 S FEDERAL HWY #68	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 68
514203NN0650	DIONNE, WILFRED HIESANDRA A DIONNE IRREV TR ETAL	127 PLEASANTVIEW AVE	SMITHFIELD	RI	02917		SUNSHINE VILLA CO-OPUNIT 69
514203NN0660	DILMORE, MARJORY	104 NORTHVIEW DR	PITTSBURGH	PA	15209	1022	SUNSHINE VILLA CO-OPUNIT 70
514203NN0670	GENTER, DENISE MGENTER, GRANT J ETAL	1012 ANDERSON RD	PITTSBURGH	PA	15209		SUNSHINE VILLA CO-OPUNIT 71
514203NN0680	POUPART, JOSEPOUPART, SYLVIE	85 ST REMI BLVD	*ST REMI QC	CA	JOL 2	L0	SUNSHINE VILLA CO-OPUNIT 73
514203NN0690	CLAUDE, JOCELYN CLAUDE, MARIE SOLEIL ETAL	101-575 BOUL DE LA SALETTE	*SAINT JEROME QC	CA	J5L 0	C6	SUNSHINE VILLA CO-OPUNIT 74
514203NN0700	RENAUD, CHRISTIAN JOANNETTE, LYNE	62 RUE HENRI	*RIVIERE-BEAUDETTE QC	CA	J0P 1	R0	SUNSHINE VILLA CO-OPUNIT 75
514203NN0710	SCHULTZ, ROBERT	223 S FEDERAL HWY #76	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 76
514203NN0720	BIBEAU, JOEL ROBILTAILLE, MELANIE	776 RUE HENRI-CHALIN	*JOLIETTE QC	CA	J6E 8	E6	SUNSHINE VILLA CO-OPUNIT 77
514203NN0730	DUSSEAU, RAYMOND JRMARCOUX, MANON ETAL	8 RUE ISABELLE	*VICTORIAVILLE QC	CA	G6T 1	L9	SUNSHINE VILLA CO-OPUNIT 78
514203NN0740	BOURGON, RICHARD BACHAND, MANON	2-70 RUE DE SOFIA	*CANDIAC QC	CA	J5R 0	R6	SUNSHINE VILLA CO-OPUNIT 79
514203NN0750	COTE, RALPH COTE, RITA ETAL	223 S FEDERAL HWY #80	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 80
514203NN0760	RATTE, STEPHANE VARIN, JULIE	515 CHEMIN ST-ROCH	*TERREBONNE QC	CA	J6Y 1	C2	SUNSHINE VILLA CO-OPUNIT 81
514203NN0770	GAGNON, MARCEL LEALBERT, ANNICK & GALLANT, CHANTAL	599 W RIVER RD	*GRAND FALLS NB	CA	E3Z 1	R7	SUNSHINE VILLA CO-OPUNIT 82
514203NN0780	GAGNON, CLEO GAGNON, NATHALIE	599 W RIVER RD	*GRAND FALLS NB	CA	E3Z 1	R7	SUNSHINE VILLA CO-OPUNIT 83
514203NN0790	MYERS, WILLIAM J	223 S FEDERAL HWY #84	DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 84
514203NN0800	PLAMONDON, MARIE-PIERRE & HUGO PLAMONDON, RENE	349 WALSH	*DONNACOWA QC	CA	G3M 2	M8	SUNSHINE VILLA CO-OPUNIT 85
514203NN0810	LABONTE, JACQUES & BROUSSEAU, JACINTHE & LABONTE, F	203-320 PLACE DU LOU VRE	*MASCOUHE QC	CA	J7K 0	T2	SUNSHINE VILLA CO-OPUNIT 86
514203NN0820	RIVARD, LUCOULOMBE, LUC	1640 DE SEVE APT 2	*MONTRAL QC	CA	H4E 2	A9	SUNSHINE VILLA CO-OPUNIT 87
514203NN0830	RACETTE, EDITH & LAJOIE, MARTIN THERRIEN, CATHERINE	180 8 RUE	*CRABTREE QC	CA	J0K 1	B0	SUNSHINE VILLA CO-OPUNIT 88

514203NN0840	LANDRY,RICHARDRACETTE,ELISE ETAL	117 RUE DOMAINE GRENIER	Page 143	SANIT-143UORI QC	CA	JOK 2	X0	SUNSHINE VILLA CO-OPUNIT 89
514203NN0850	ZAHARA,LOREENZAHARA,ALEXANN MARIE	14234 HILLCREST ST		LIVONIA	MI	48154	4368	SUNSHINE VILLA CO-OPUNIT 90
514203NN0860	FORTIER,JEAN & BOILARD,LYNE &FORTIER,STEVEN & FORTIER,DEREK	223 S FEDERAL HWY #91		DANIA BEACH	FL	33004		SUNSHINE VILLA CO-OPUNIT 91
514203NN0870	MOTEKAITIS,VIRGINIAMOTEKAITIS,ROBERT D	730 GOVERNORS HWY		SOUTH WINDSOR	CT	06074		SUNSHINE VILLA CO-OPUNIT 92

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE AND ADOPT AN ORDINANCE AMENDING CHAPTER 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX”, ARTICLE 811, ENTITLED “PUBLIC ART PROGRAM” AT SECTIONS 811-15”, AND SECTION 811-70 ENTITLED “BUILDING PERMITS” TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER’S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER’S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY’S ART FUND FOR USE IN THE CITY’S PUBLIC ART PROGRAM

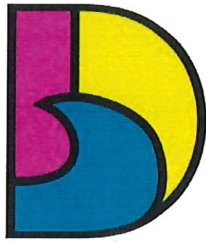
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

SR-TX-022-23 Public Art Escrow Funds 2nd Reading (002), Ordinance 2023- Amending Public Art Ordinance - Return of Escrowed Funds, TX-22-23 PA Escrow Refund app



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 13, 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: 2023.06.01
13:14:44 -04'00'

SUBJECT: **TX-022-23:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) amending the Public Art regulations allowing for the return of Public Art escrow funds (SECOND READING).

Request

Amendment the City's LDC to allow for the return of Public Art escrow funds.

Background

On December 10, 2019, the City Commission established the Public Art Fund via Ordinance No. 2019-025. On April 26, 2022, the City Commission created and appointed the City's Public Art Advisory Board (PAAB) via Ordinance No. 2022-016. As implementation has occurred, several smaller amendments have been proposed.

The proposed text amendments are intended to update and clarify that when a development provides money to an escrow to ensure the construction and timely placement of public on the developer's property, in compliance with the public art program that the escrow funds are to be returned to the developer if compliance is timely achieved. Otherwise, the escrow funds are deposited into the City's Public Art Fund for use in the City's Public Art Program.

The Planning and Zoning Board recommended approval on May 17, 2023. The City Commission passed the item on first reading on May 23, 2023.

Recommendation

The City Commission to approval of the text amendment ordinance on second and final reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 8 ENTITLED "TECHNICAL APPENDIX", ARTICLE 811, ENTITLED "PUBLIC ART PROGRAM" AT SECTIONS 811-15", AND SECTION 811-70 ENTITLED "BUILDING PERMITS" TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER'S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER'S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY'S ART FUND FOR USE IN THE CITY'S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On December 10, 2019, the City adopted Ordinance 2019-025 creating the City's Public Art Program; and

WHEREAS, on April 26, 2022, the City adopted Ordinance 2022-016, which created the Public Art Advisory Board to provide a plan and recommendations to the City Commission on public art; and

WHEREAS, the City desires to update and clarify one point in the Public Art Program, which is that for a developer to place public art on developer's property (versus simply paying .5% to the City's Public Art Fund) the developer is to (1) pay .25% towards the art fund, and (2) pay an additional .25% to escrow to ensure the construction and timely placement of the public art on the developer's property in compliance with the public art program, and (3) to clarify that the escrow funds are to be returned to the developer if compliance is timely achieved, otherwise the escrow funds are deposited into the City's art fund for use in the City's public art program; and

WHEREAS, the City Administration supports the further refinement of the Public Art Program.

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 28 entitled “Land Development Code”, Part 8 entitled “Technical Appendix”, Article 810, entitled “Public Art Program” at Section 810-15”, and Section 810-70 entitled “Building Permits”, is amended as follows:

* * *

Sec. 811-50. - Application procedures for placement of art on private property.

An application for placement of art on private property shall be submitted to the Community Development Director or designee and shall include:

(A) Preliminary sketches, photographs or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art;

(B) An appraisal or other evidence of the value of the proposed art including acquisition and installation costs (to establish the value of art submitted to comply with this program's requirements, the City may contract with an independent art appraiser to provide a written appraisal of the art. Such appraisal shall either be funded from the public art fund or by the developer as part of the overall art contribution);

(C) Preliminary plans containing such detailed information as may be required by the City to adequately evaluate the location of the art and its compatibility with the proposed development project and/or with the character of adjacent developed parcels and the existing neighborhood;

(D) A narrative statement to be submitted to the City to demonstrate that the art will be displayed in a public place; and

(E) A statement indicating the property owner's willingness to maintain the art in compliance with all applicable City Codes.

(F) A payment of .25% towards the City’s Public Art Program to be deposited by the City in the Public Art fund; and a payment of .25%, which is to be held in escrow to ensure that the developer complies with the Public Art Program requirements for placement of public art on private property as required by section 811-70(2). The City Manager is authorized to return escrowed funds to the developer if the developer has complied with all the requirements of Section 811-70(A)(2)(iii).

* * *

Sec. 811-70. - Building permits.

(A) Prior to issuance of a final building permit, the applicant or developer for projects subject to this article shall be required to comply with one of the following:

(1) *In-lieu public art fee.* Pay one-half of one percent (0.5%) of the cost of the proposed development project, as an "in lieu" public art fee, with a minimum payment of five thousand dollars (\$5,000.00) and a maximum payment of two hundred fifty thousand dollars (\$250,000.00); or

(2) *Combination of in-lieu public art fee and placement of art on site.* Placement of art on the site of the development project, which shall have a minimum value of one-quarter of one percent (0.25%) of the cost of the proposed development project combined along with a one-quarter of one percent (0.25%) payment of an "in-lieu" public art fee. The owner shall provide documentation to the City that the art fee has been deposited into an escrow account for said purpose prior to the issuance of a building permit. Prior to placement on the development site, the art must be approved by the Community Services Director or designee and conform to the adopted public art guidelines.

(i) If the art is to be placed on site, the owner shall be given up to nine (9) months after issuance of the building permit to obtain approval of the proposed placement of art from the Community Services Director or designee, unless the Community Services Director or designee grants an extension for good cause as determined in their sole discretion. If no such approval is obtained within the time period, the City shall require transfer of required art fee funds to the fund.

(ii) The owner shall be given up to nine (9) months after the issuance of a certificate of occupancy to install the art, as approved by the Community Services Director or designee in accordance with adopted public art program guidelines. The Community Services Director or designee may grant one additional six-month extension for good cause as determined in their sole discretion. If no installation occurs within the required time period, art fee funds shall be transferred from the escrow account to the fund.

(iii) Prior to final Certificate of Occupancy, if all the applicable provisions of sections 811-50 and 811-70 are complied with, the funds escrowed by the developer may be returned to the developer, without interest, as the developer has properly and timely installed public art on the development site. The authority to return funds to the developer with respect to this Section shall lie with the City Manager, regardless of the amount returned.

* * *

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: 03/02/23

Petition No.: TX-022-23

(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- CD

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend for the Public Art escrow funds to be reimbursed

*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*)

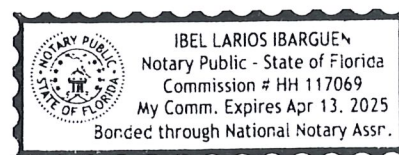
BEFORE ME THIS 2nd DAY OF March, 20 23

By:

Eleanor Norene.
(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.***

Order ID: 7429413

* Agency Commission not included

GROSS PRICE * : \$293.40

PACKAGE NAME: ADSS SSC Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 2 Column

Run Date(s): Tuesday, May 9, 2023

Zone: Full Run

Color Spec. B/W

Preview

NOTICE OF PUBLIC HEARING CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 23, 2023
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Planning & Zoning Board Meeting
City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-022-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinance, amending the Public Art regulations allowing for the return of Public Art escrow funds. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 8 ENTITLED "TECHNICAL APPENDIX", ARTICLE 811, ENTITLED "PUBLIC ART PROGRAM" AT SECTIONS 811-15", AND SECTION 811-70 ENTITLED "BUILDING PERMITS" TO CLARIFY THAT FOR A DEVELOPER TO PLACE PUBLIC ART ON DEVELOPER'S PROPERTY THE DEVELOPER IS TO (1) PAY .25% TOWARDS THE ART FUND, AND (2) PAY AN ADDITIONAL .25% TO ESCROW TO ENSURE THE CONSTRUCTION AND TIMELY PLACEMENT OF THE PUBLIC ART ON THE DEVELOPER'S PROPERTY IN COMPLIANCE WITH THE PUBLIC ART PROGRAM, AND (3) CLARIFYING THAT THE ESCROW FUNDS ARE RETURNED TO THE DEVELOPER IF COMPLIANCE IS ACHIEVED, OTHERWISE THE ESCROW FUNDS ARE DEPOSITED INTO THE CITY'S ART FUND FOR USE IN THE CITY'S PUBLIC ART PROGRAM; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004 (954) 924-6800 Ext. 3624 at least 48

Order ID: 7429413

* Agency Commission not included

GROSS PRICE * : **\$293.40**

PACKAGE NAME: ADSS SSC Notice of Public Meeting

hours prior to the meeting.

Application Information

Application Site: City Wide

Project: Text Amendment

Request: To approve a modification of the public art ordinance to authorize the City manager to release/return any deposits to developer, provided the art is properly installed.

Applicant: City of Dania Beach

Hearing Date & Time: May 23, 2023 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Eve Boutsis, City Attorney, (954) 924-680 Ext. 3631
5/9/2023 7429413

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 PURSUANT TO SECTION 811-140, OF THE LAND DEVELOPMENT CODE, THE APPLICANT, PRONTO PIZZA, REQUESTS APPROVAL OF ITS MURAL LOCATED AT 300 S. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

SR-PA-031-23 Pronto Pizza Mural, R-2023- Approval of Pronto Pizza Mural, R-2023- Approval of Pronto Pizza Mural - Exhibit B, Pronto Pizza Mural app & backup



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 13, 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: 2023.06.01
13:13:13 -04'00'

SUBJECT: **PA-031-23** Mural application review for Pronto Pizza Mural located at 300 S. Federal Highway.

Request

To request approval of the mural permit application submitted for Pronto Pizza.

Background

On March 30, 2023, the property owner submitted a mural application to the Community Development Department for review and approval through the Public Art Advisory Board (PAAB) and the City Commission.

The mural theme for this property is to enhance the space with an abstract mural that brightens and beautifies the building and surrounding area. This mural adds to the vibrancy of the city for both visitors and residents of the City of Dania Beach.

The applicant has created a mural that is visually accessible to the public, uses materials that ensure mural longevity and durability, meet standards of artistic quality and suitability for the neighborhood and use an approved graffiti/UV coating that provides resistance to vandalism and weather.

On May 15, 2023, the Public Art Advisory Board (PAAB) reviewed and discussed the mural application based on the mural guidelines and voted to recommend approval (5-0) to the City Commission.

Budgetary Impact

This applicant will pay the mural application fee of \$100.

Department Recommendation

Staff is recommending the City Commission approve the mural application located at 300 S. Federal Hwy.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 811-140, OF THE LAND DEVELOPMENT CODE, THE APPLICANT, PRONTO PIZZA, REQUESTS APPROVAL OF ITS MURAL LOCATED AT 300 S. FEDERAL HIGHWAY, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 26, 2022, the City Commission approved Ordinance 2022-016, which amended the City’s Public Art Program to include review of all murals visible to the public, whether on public property, private property, publicly funded, or otherwise; and

WHEREAS, Section 811-140 of the City’s Land Development Code, entitled “Mural Guidelines” provides that the City of Dania Beach recognizes that a superior and diverse aesthetic character of the City's built environment is vital to the quality of the life of its residents, and to the economic success of its businesses; and

WHEREAS, the City of Dania Beach Public Art Program is intended to encourage a stimulating cultural environment that reflects and enhances the City's heritage, diversity, and character through public artworks integrated in the architecture, infrastructure, and landscape; and

WHEREAS, murals are an important part of the program that is to be first reviewed by the Public Art Advisory Board, which met on May 15, 2023, and approved the proposed mural depicted in Exhibit B, which exhibit is incorporated by reference into this resolution; and

WHEREAS, the City’s mural guidelines are designed to assure that murals within Dania Beach enhance the appearance of the area without confusing drivers and/or pedestrians or causing any other negative impact on public safety or welfare; and

WHEREAS, the proposed mural theme for this property is a connection through music and art that depicts a colorful image of waves of music, city life and sunshine; and

WHEREAS, this mural will provide a wonderful photo opportunity for both visitors and residents of the City of Dania Beach; and

WHEREAS, all publicly viewed murals must be: (1) visually accessible to the public; (2) made of materials that ensure mural longevity and durability; (3) be painted on a surface and structure that is stable and ready for painting; (4) meet standards of artistic quality and suitability for the neighborhood; (5) that the property owner and artist have a plan for painting the mural that ensures the safety of painters and the public, and that does not impede public access. If the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist; (6) that the artist use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather; and (7) that the business/property owner provide a copy of a signed agreement in which the business/property owner commits to keep the mural unchanged and in good condition for a minimum of five (5) years for permanent murals; and

WHEREAS, the Public Art Advisory Board and the City Administration are recommending approval of the mural.

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 pursuant to Chapter 28 “Land Development Regulations,” at Section 811-140, the City Commission approves the mural depicted in Exhibit “B.”

Section 3. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

- A. That the artist uses an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather;
- B. That the business/property owner provide a copy of a signed agreement in which the business/property owner commits to keep the mural unchanged and in good condition for a minimum of five (5) years for permanent murals.

Section 4. 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 June 13, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Southeast corner of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 3, Township 51 South, Range 42 East; thence, running 100 feet South parallel on the West side of County Rock Road to a certain stake set; thence West 110 feet; thence North 100 feet; thence, East 110 feet to the point of beginning, excepting therefrom the East 33 feet of said tract which has been conveyed to Broward County, Florida, for use as a public road, said lands situate, lying and being in Broward County, Florida.

Together with,

The East 160 feet of the following described parcel of land; that part of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 3, Township 51 South, Range 42 East, described as follows:

Commencing at a point 100 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 3, then run West 310 feet, thence South 50 feet, thence East 310 feet, thence North 50 feet to the place of beginning; and the South 15 feet of the North 165 feet of the East 160 feet of the Southeast One Quarter of the Northeast One Quarter of the Northwest One Quarter of Section 3, Township 51 South, Range 42 East, said land situate, lying and being in Broward County, Florida.

**EXHIBIT “B”
MURAL**





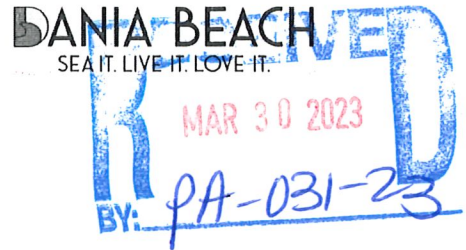
South side



Front side



North side



Mural Program Application Information

Type of Proposed Mural:

1. Mural will be on City-owned property financed with City funds.
2. Mural will be on private property financed either entirely or partly with City funds.
3. Mural will be on private property financed with private funds and is in public view.

Name: Pronto Ny Style Pizza

Organization (if applicable): _____

Phone: 954-404-6873

Email: hernandezlosreyes@gmail.com

Address: _____

Address of proposed mural: 300 S. Federal Hwy

Lead artist name: Wlodomyr (Shoker Art 1)

Property Owner: Gary Price

Indoor or Outdoor Mural: Outdoor

Wall material (e.g., brick, cinderblock, stucco, etc.): cinderblock

Checklist: All information must be included in submittal.

__A notarized letter from the property owner:

- a. authorizing the placement of the mural on the building or structure; and,
- b. stating that the owner of the property will maintain, repair or remove the mural if deemed necessary, in the event the artist fails to complete the installation of the mural, or due to deterioration or damage to the mural.

__Lead artist's resume/qualifications and examples of previous work.

__Color image of mural designs, including any proposed text and exact mural dimensions.

__One image of the proposed site; indicate the exact location of the proposed mural on the proposed wall. Please include dimensions.

___Three (3) letters of community support for the project, e.g., letters of support from neighborhood associations, individuals, and businesses etc.

___Statement describing the durability of the materials/paints used, taking into consideration the location and positioning of the mural.

___Brief description of the proposed mural installation process, including the need for scaffolding, lighting, and/or other equipment.

___Categorization of the mural as temporary (less than 12 months) or permanent (more than 12 months).

___Describe the theme/image you envision for this mural (in accordance with the mural program core areas) and how it will benefit the community.

___Proposed timeline for installation and completion of the mural, not to exceed six months from the date of mural approval.

___Proposed maintenance plan for the mural. (If the building property owner is responsible for the maintenance this must be included in the signed letter by the property owner).

By signing below, I hereby certify that all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to City of Dania Beach relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of City of Dania Beach, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by the City of Dania Beach to process this application. I further consent to City of Dania Beach, FL to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check one: I am the ☐ property owner ☐ applicant ☐ agent.

Herman De la Cruz
(Name - type, stamp or print clearly)

[Signature]
(Signature)

(Name of Firm, if agent) (Address, City, State, Zip)

OGEL LLC

314 S Federal Hwy
Dania Beach, FL. 33004

February 28, 2023

RE: Building Mural
300 S Federal Hwy
Dania Beach, FL. 33004

To whom it may concern;

OGEL LLC is the current owner of the property located at 300 S Federal Hwy in Dania. I am the Administrator for the company. My name is Gary Price.

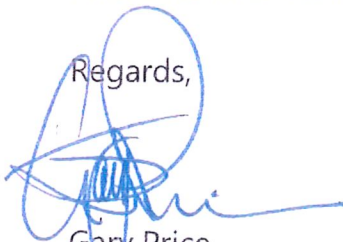
I have been requested by the City of Dania Beach to give an opinion on the mural that is on the exterior of the building on the property noted above.

My opinion is I absolutely love it. It is one of the most unique and eye catching murals I have ever seen. It is extremely well done and professional in all aspects. More importantly it helps beautify the neighborhood because its not just a plain white building anymore, its art!

When the building was first painted, everyone I know who drives Federal Hwy every morning and afternoon noticed it right away and commented on how nice and colorful it was, and how it brightened up Federal Hwy.

I have no doubt it helps make Dania a destination for fun, food, art, and entertainment.

Regards,



Gary Price
Administrator
OGEL LLC



MARTY KIARD
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	300 S FEDERAL HIGHWAY, DANIA BEACH FL 33004	ID #	5142 03 00 0300
Property Owner	OGEL LLC	Millage	0413
Mailing Address	314 S FEDERAL HWY DANIA BEACH FL 33004	Use	21-01
Abbr Legal Description	3-51-42 E 110 OF N 100 OF E1/2 OF SE1/4 OF NE1/4 OF NW1/4 LESS ST RD		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

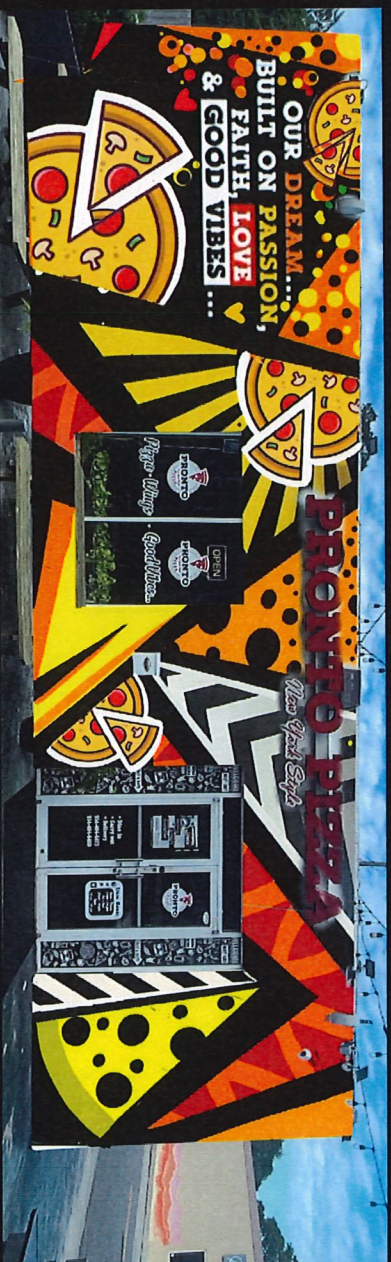
* 2023 values are considered "working values" and are subject to change.						
Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2023*	\$120,000	\$225,470	\$345,470	\$345,470		
2022	\$120,000	\$225,470	\$345,470	\$345,470	\$7,961.35	
2021	\$120,000	\$201,430	\$321,430	\$321,430	\$7,497.55	
2023* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$345,470	\$345,470	\$345,470	\$345,470		
Portability	0	0	0	0		
Assessed/SOH	\$345,470	\$345,470	\$345,470	\$345,470		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$345,470	\$345,470	\$345,470	\$345,470		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
2/9/2011	SW*-D	\$370,000	47778 / 1103	\$15.00	8,000	SF
8/17/2010	FJ*-T		47439 / 589			
4/2/2003	WD*	\$310,000	34997 / 1971			
11/20/2000	WD*	\$175,000	31131 / 378			
3/1/1991	QCD		18268 / 974	Adj. Bldg. S.F. (Card, Sketch)		1522
* Denotes Multi Parcel Sale (See Deed)				Eff./Act. Year Built: 1972/1967		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
C								
1522						12.7		



South side



Front side



North side







www.shokerart1.com

Proposal Date: 11.25.2022

PROPOSAL FOR MURAL

Presented to:

Hernan De Los Reyes
Pronto New York Style Pizza,
300 S Federal Hwy,
Dania Beach, FL 33004
Phone #: 5712384779

Presented By:

Shoker_Art1
Volodymyr Kovalchuk
835NE 16th st
Fort Lauderdale, FL 33304
shokerstyle1@gmail.com
Phone #: 3054077308

OVERVIEW

The client wishes to enhance their space with original artwork in the form of an art mural painted by Volodymyr Kovalchuk (Shoker_Art1) -the artist's nickname.

The Walls to be painted are outdoor walls.

Artist will strategically plan, design, and paint the Artwork

PROJECT SCOPE OF WORK

Artist will provide the (included in the price):

- General liability insurance
- Mural painting on Location
- All Painting Materials
- Artist Travel Expenses

Artist does not include in this proposal:

- Unplanned complex painting design changes made by Client which require additional mural work
- Local or state fees or licensing
- Unforeseen additional work due to adverse conditions on the surface that may require extraneous labor
- Artist would not be responsible should vandalism or natural disaster impede upon process, production, or final product.

Artist expects that the client will provide a ladder.

Mural Design



PRICING

The entire project as described in this proposal priced at - **2000\$**

An installment payment of a **50% deposit** is required to schedule the painting and order supplies.

The final payment of **50%** is due on the day when the mural painting is completed, (no later than 6PM)

Any late payments shall incur a \$300 per week late fee.

Payment can be made by: Direct deposit, Check, Zelle, CashApp, Venmo.

(Zelle) - is the preferred method of payment.

Direct deposit / Check.

Capital One

Volodymyr Kovalchuk

Account# 36103381597

Routing # 031176110

Zelle

3054077308

Cash App

\$ShokerStyle01

Volodymyr

Kovalchuk

Venmo

Volodymyr Kovalchuk

@Shokerstyle1

Pricing is based on the details provided in this proposal. Should the project scope expand or change while in process, additional pricing will apply.

NEXT STEPS:

To proceed to the Sketch phase, the next steps are:

- The client accepts by signing this Agreement and emailing it to Shokerstyle1@gmail.com
- Submit - a Deposit 1000\$ (50% Deposit) - **300\$ received, remains 700\$**

PROPOSED TIMELINE

Our estimated timeline for this project is as follows:

Phase	Activities	Completion
Sketch	Completed	Completed
Process		
Painting	After Client approves final sketch and pays 50% Deposit, a	Around 3-5 days
Process	date will be determined Artist proceeds to paint mural, Artist expect that the client will provide a ladder.	to complete (time may be extended due to a weather

TERMS AND CONDITIONS:

ARTIST REPRESENTATION:

Artist represents to the Client that Artist will be the sole creator of the Artwork and sole owner of the copyrights and that the Artwork does not infringe upon any statutory copyright or any other right whatsoever.

COPYRIGHTS AND COPYRIGHT NOTICE:

Artist retains copyrights to the Artwork and all reproduction rights. Printed articles and/or online platforms showing the Artwork shall legibly indicate the artist's copyright notice: "Artwork © Shoker_Art1."

EARLY TERMINATION/KILL FEE/NATURAL DISASTER :

Deposit 50% Installment payments are non-refundable.

if the Client terminates the Artwork project after Artist has completed 50% of the Artwork, a Kill Fee of 75% of the remaining amount due of the total price is due upon termination.

Artist would not be responsible should vandalism or a natural disaster impede the project.

LIABILITY:

Artist agrees to keep public safety in mind during the painting of the mural. However, Artist assumes no liability for incidents that occur on the Client's property before, during, or after the process of painting the mural, unless damage is caused directly by the artist's actions during the mural installation, such damages to the client's property would be refunded and repaired by the artist.

The client is responsible to secure any required government agency approval for the mural, if applicable.

ACCEPTANCE OF PROPOSAL

Client: Pronto New York Style Pizza
Contact: Hernan De Los Reyes
Date: 11/25/2022
Project: Mural Art

DESCRIPTION OF SERVICES

Wall mural at Client's location, as described in this proposal

METHOD OF PAYMENT

A 50% deposit payment is required to schedule the painting and order supplies.
The final payment other 50 % is due on the last day of the mural painting.
Payment shall be made to Artist by Direct deposit, Check, Zelle, CashApp, or Venmo.

PROPOSAL AND TERMS ACCEPTED BY:

Hernan De Los Reyes

Pronto New York Style Pizza

Client

PROPOSAL AND TERMS ACCEPTED BY:

Shoker_Art1

Artist



11/25/2022

Shoker_Art1

PROPOSAL FOR MURAL Pronto New York Style Pizza



About the Artist

Vladimir Kovalchuk (artist nickname: Shoker) was born in Ukraine in 1995. Having grown up in an urban city in his high school years fell in love with graffiti. His obsession with graffiti culture drove him to the USA where it all started. A new lifestyle allows him to explore new horizons, develop, practice, and carry his craftsmanship to a higher level.

While many recognize him as a talented artist and illustrator, Shoker is today moving the boundaries of his artistic research in new conceptual directions through experiments with fluorescent painting and art installations.

He Creating own story sharing the impact of graffiti culture and street art on our society.

Artist social media:

Instagram - [Shoker_Art1](#)

Website - www.Shokerart1.com

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/25/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306			CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL: support@nextinsurance.com ADDRESS:			
INSURED Volodymyr Kovalchuk Shoker_Art1 835 NE 16th St Fort Lauderdale, FL 33304			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: Next Insurance US Company		16285	
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
COVERAGES			CERTIFICATE NUMBER: 1248322		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO. JECT ☐ LOC ☐ OTHER:		NXTPYCC3L7-00-GL	05/09/2022	05/09/2023	EACH OCCURRENCE \$1,000,000.00
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00				
		MED EXP (Any one person) \$5,000.00				
		PERSONAL & ADV INJURY \$1,000,000.00				
					GENERAL AGGREGATE \$2,000,000.00	
					PRODUCTS - COM/OP AGG \$2,000,000.00	
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTHER ☐
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Proof of Insurance.						
CERTIFICATE HOLDER Volodymyr Kovalchuk Shoker_Art1 835 NE 16th St Fort Lauderdale, FL 33304			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
 LIVE CERTIFICATE Click or scan to view			AUTHORIZED REPRESENTATIVE 			



300 S. Federal Hwy

Dania Beach, FL 33004

954-404-6873

This letter is to ENDORSE signatures to petition the Mural that we have at our establishment located at 300 S Federal Hwy, we are displaying original artwork that is to be appreciated by our community and our customers, we are trying to create a place of great vibes and amazing atmosphere and food for everyone in Dania Beach and the surrounding areas, we are a family own business that has a dream built on HARD WORK, PASSION, FAITH AND GOOD VIBES.

We are now asking our community to support us with our business.

BUSINESS NAME

ADDRESS AND PHONE NUMBER

PERSON IN CHARGE

Blue Hair Salon

246 S Federal Hwy D.B.

Twinn Herson

Rainbow Investment Realty, Inc

242 S Federal Hwy D.B

Cathy Chy

BAKE SMACK

238 S. FEDERAL HWY

[Signature]

Jess grill

1504 N Fed Hwy

[Signature]

Attractive Nails & Spa

1420 S Federal Hwy Dania B.F. 33004

[Signature]

Miracle Leaf

1419 S. Federal Hwy
Dania Beach, FL
33004

Mary Lou Yurch

PERSON IN CHARGE

250 S FEDERAL HWY
DANIA BEACH 33004



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice

No:

0000442

Date: March 30, 2023

RECEIVED FROM:

Name: Nanos Food Services, LLC
Address: dba Pronto NY Styles Pizza
Address 2: 300 S Federal Hwy
City/St/ZIP: Dania Beach FL 33004

Service or Item	Amount
PSP - Public Hearing Items Application fee	\$100.00

P/Z ITEM # PA-031-23
LOCATION: 300 S Federal HWY
APPLICANT: Pronto NY Style Pizza

PREPARED BY: Ibel Larios

TOTAL DUE: \$100.00

Mural Application Submittal
PA-031-23
300 S FEDERAL HWY
Pronto Pizza

CHECK #: 1531

PAYMENT DATE

03/30/2023

COLLECTION STATION

City Hall Window 1

RECEIVED FROM

NANOS FOOD SERVICES

LLC DBA PRONTO NY

STYLES PIZZA

DESCRIPTION

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.

2023-06000693

RECEIPT NO.

2023-00023447

CASHIER

fincashier1

ENTRY DATE

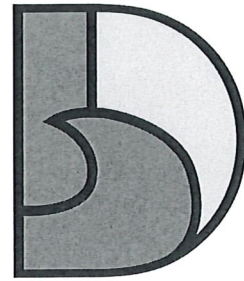
03/30/2023 04:57:25 PM

PAYMENT CODE	RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP	Appl Review - Standard PA-031-23		\$100.00
Payments:	Type	Detail	Amount
	Check	1531	\$100.00
Total Amount:			\$100.00

Customer Copy

Customer Copy

Mural Presentation to the Dania Beach City Administration



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Date 4.8.2023

Presented By:

Volodymyr Kovalchuk (Artist)
Shoker Art1 LLC
835NE 16th st
Fort Lauderdale, FL 33304
shokerstyle1@gmail.com
305-4070-7308

Client Information:

Hernan De Los Reyes Pronto
New York Style Pizza,
300 S Federal Hwy, Dania Beach, FL 33004
Phone #: 5712384779

Objective:

Beatify the surrounding area in a form of an Abstract Art Mural and attract attention to the local area and Bussines.

OVERVIEW:

The client **Mr. Hernan De Los Reyes** owner of **Pronto New York Style Pizza** wishes to enhance their space with original artwork in the form of an art mural painted by Volodymyr Kovalchuk (Shoker_Art1) -the artist's nickname. The Walls to be painted are outdoor walls. The artist will strategically plan, design, and paint the Artwork

Mural Location: Pronto New York Style Pizza building

Address: 300 S Federal Hwy, Dania Beach, FL 33004

Mural Design





Mural materials/paint.

Exterior Acrylic Paint "Behr Pro" And the combination of Spray Paint Germany brand "Montana Gold" "Black" and MTN 94. (All paint formulas are - Acrylic Paint)

Option has been presented to additionally protect the mural surface with Clear Coat protection.

(to provide additional protection against weather and UV light exposure)

It will ensure the longevity and durability of the mural.

Artists don't provide a guarantee of the longevity of the mural,
Artists use available paint formulas and brands that matched the client's needs and budget.

The additional option of a protection mural with Clear Coat transparent paint protection is presented to Mr. Hernan De Los Reyes.

Expected Mural life span 3-5 Years+

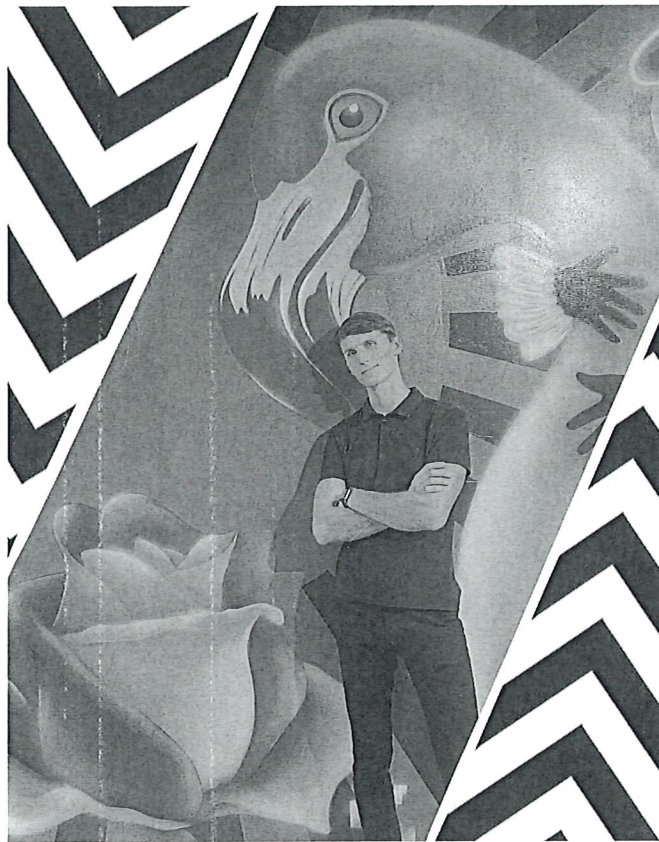
ADDITIONAL INFORMATION:

The mural will be maintenance-free.

Light wash with low pressure shall illuminate accumulated dirt and dust from the mural surface.

The client shall contact the artist for a consultation if any damage happens to the mural wall

About the Artist



Volodymyr Kovalchuk (artist nickname: Shoker) was born in Ukraine in 1995. Having grown up in an urban city in his high school years fell in love with graffiti and street art culture. His obsession with graffiti culture drove him to the USA where it all started and a new American dream was born.

A new lifestyle allows him to explore new horizons, develop, practice, and carry his craftsmanship to a higher level.

While many recognize him as a talented artist and illustrator, Shoker is today moving the boundaries of his artistic research in new conceptual directions through interactive fluorescent murals, art paintings, digital illustrations, and art installations.

"With each new project, I push further my artistic personality creating unique artworks that inspire and bring positivity and love to people's lives.

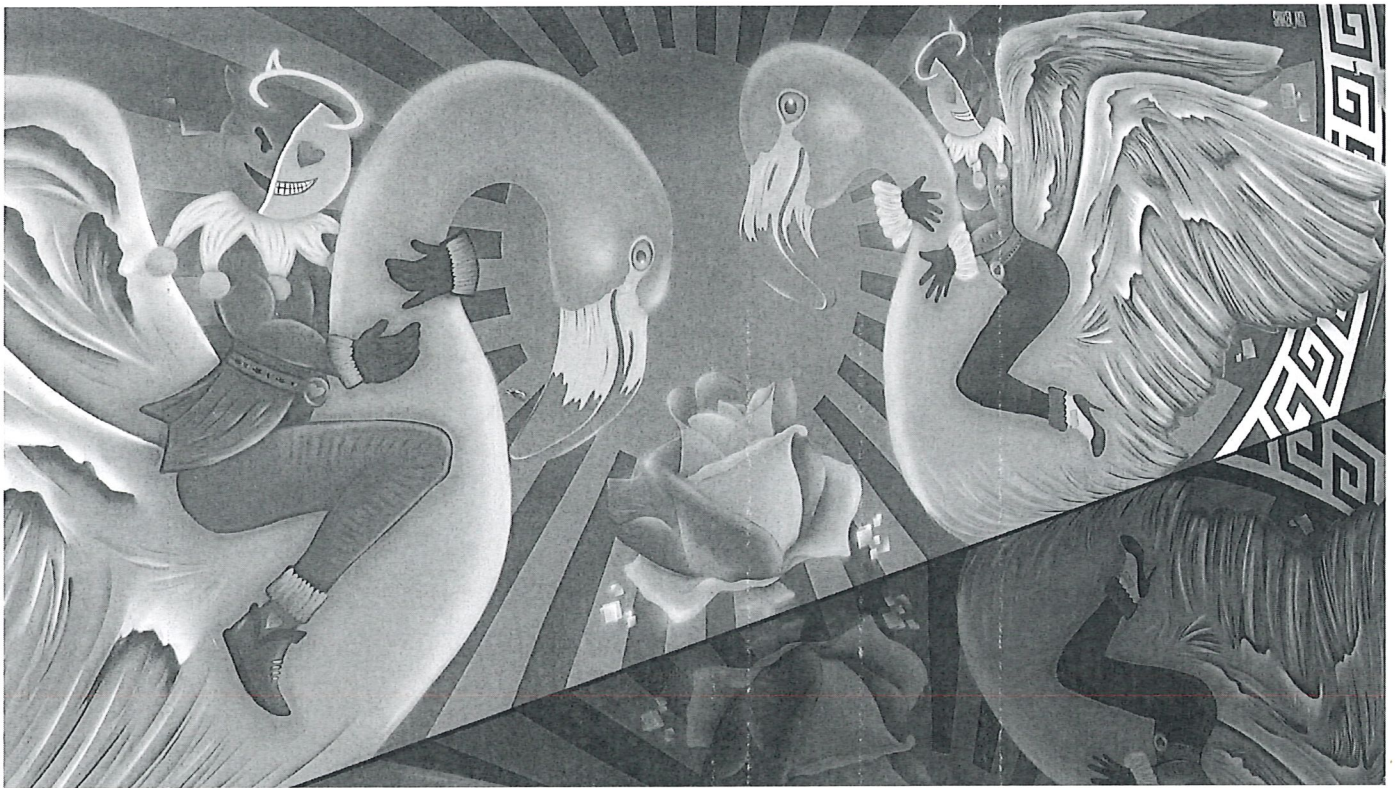
Artist social media:

Instagram - [Shoker_Art1](#) Website - www.Shokerart1.com

Artist Artworks



Fort Lauderdale 2022 "Fort Lauderdale Grand Hotel"



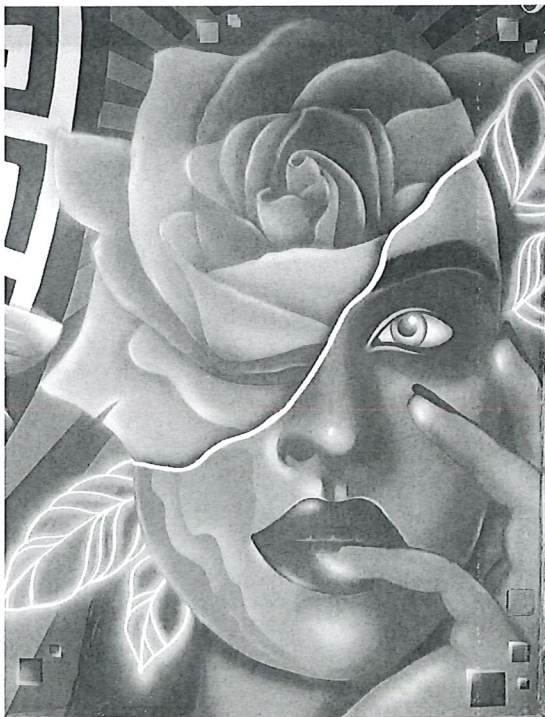
Fort Lauderdale 2022 Flamingo Room Club



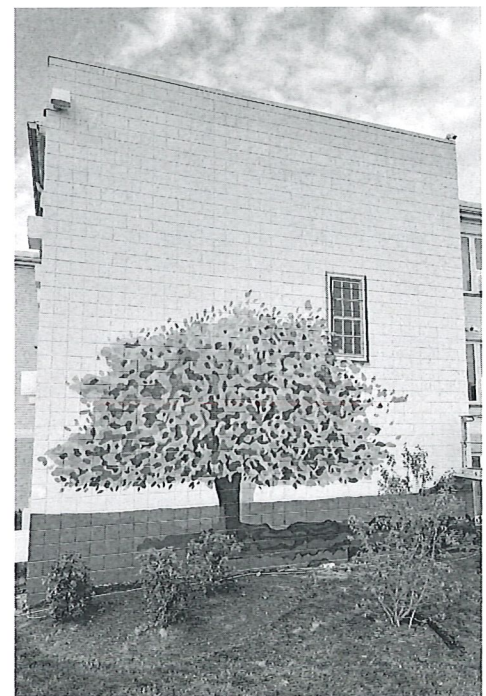
Dania Beach 2023 Restaurant "Clucking Hot Chicks"



Fort Lauderdale 2022 Down Town "Tropical Garden"



Fort Lauderdale 2023 "Flamingo Room Club"



Ohio, Cincinnati 2022
"Shelton Gardens Apartment complex"



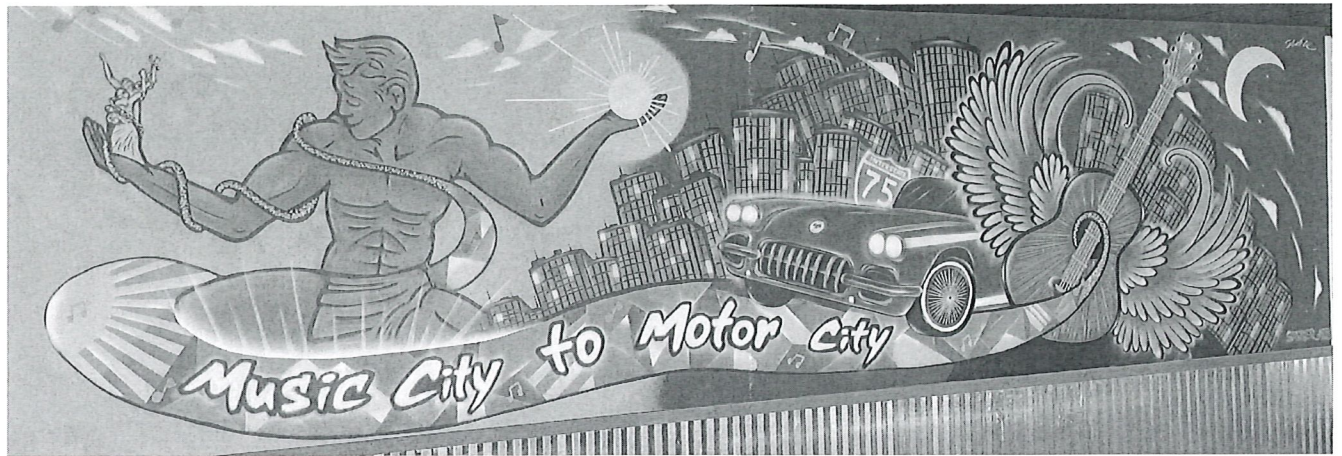
Fluorescent Art Mural Dania Beach 2023



Michigan, Detroit 2023 Restaurant "Clucking Hot Chicks"



"HOME DEPOTE" Miami Branch 2022



Michigan, Detroit 2023 Restaurant "Clucking Hot Chicks"

Shaker

OGEL LLC

314 S Federal Hwy.
Dania Beach FL 33004
(954)629-1843

April 10th, 2023

Re: Building Mural
Pronto's Pizzeria
300 S Federal Hwy
Dania Beach, FL. 33004

To whom it may concern;

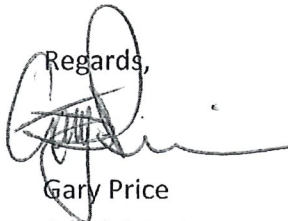
OGEL LLC is the current owner of the property located at the address referenced above. I am Gary Price, the administrator for OGEL LLC.

Please be advised that OGEL LLC agrees to "maintain, repair or remove the mural if deemed necessary, in the event the artist fails to complete the installation of the mural, or due to deterioration or damage to the mural", at the expense of the tenant (Pronto's Pizzeria).

At present, the mural is complete without any damage or deterioration.

Thank you in advance for your help in resolving this matter.

Regards,



Gary Price
Administrator
OGELL LLC

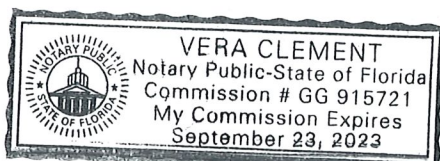
STATE OF FLORIDA }

COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of April, 2023 by Gary Price who is personally known to me or has produced _____ as identification.

BY: V. Clement

My Commission Expires: NOTARY PUBLIC



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

--

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

--

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

--

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

--

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

--

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

--

CITY OF DANIA BEACH

Agenda Request Item

Type of Request:

Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

DISCUSSION REGARDING HISTORICAL STRUCTURE 158 NORTH FEDERAL HIGHWAY

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
-------	---------	------

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

158 N Fed

SEE SITE FILE STAFF FOR ORIGINAL PHOTO(S) OR MAP(S)

Page 1

HISTORICAL STRUCTURE FORM FLORIDA MASTER SITE FILE

Site 8 Bd 139

☐ original
☒ update

Version 1.1: 3/89

Recorder # _____

SITE NAME GILBERT BERKEN + H.V. ARCAMONTE
HISTORIC CONTEXTS SPAW
NAT. REGISTER CATEGORY BLDG
OTHER NAMES OR MSF NOS A.C. FROST HOME
COUNTY BD OWNERSHIP TYPE PRIV
PROJECT NAME CITY OF DANIA HISTORICAL SURVEY DHR NO 3532
LOCATION (Attach copy of USGS map, sketch-map of immediate area)
ADDRESS 158 N FEDERAL HWY CITY DANIA
VICINITY OF / ROUTE TO E. SIDE OF N. FEDERAL HWY AT CORNER
OF NE 2ND STREET, 2 BLS. N. OF DANIA BCH. BLVD.
SUBDIVISION TOWN OF DANIA B-49 D BLOCK NO 11 LOT NO 2
PLAT OR OTHER MAP _____
TOWNSHIP 50 RANGE 42 SECTION 34 1/4 SE 1/4-1/4 NW
IRREGULAR SEC? Y X n LAND GRANT NO
USGS 7.5' MAP FT. LAUDERDALE SOUTH, FLA
UTM: ZONE 17 EASTING _____ NORTHING _____
COORDINATES: LATITUDE 26 D 03 M 12 S LONGITUDE 80 D 08 M 39 S

HISTORY

ARCHITECT: F _____ M _____ L UNKN
BUILDER: F _____ M _____ L UNKN
CONST DATE 1913 CIRCA _____ RESTORATION DATE(S): _____
MODIFICATION DATE(S): _____
MOVE: DATE _____ ORIG LOCATION _____
ORIGINAL USE(S) RESI
PRESENT USES(S) OFFI

DESCRIPTION

STYLE MASONRY VERNACULAR
PLAN: EXTERIOR RECTANGLE
INTERIOR DPCH DBL PILE CENTRAL HALL
NO.: STORIES 1 OUTBLDGS 0 PORCHES 1 DORMERS 0
STRUCTURAL SYSTEM(S) CONC CONC. BLOCK
EXTERIOR FABRIC(S) CONC. BLOCK MOLD
FOUNDATION: TYPE PIER MATLS UNSPECIFIED
INFILL UNSPECIFIED
PORCHES NW / PORCH / HALL / W
ROOF: TYPE GAMP GABLE SURFACING TIFL FLAT TILE
SECONDARY STRUCS. NONE
CHIMNEY: NO 1 MTLS BRICK LOCNS S: end, interior
WINDOWS FIXED; AWD 1; BAY; 1/1 DHS = DOUBLE HUNG SASH

EXTERIOR ORNAMENT WOOD
CONDITION GOOD SURROUNDINGS COMM
NARRATIVE (general, interior, landscape, context; 3 lines only)
TYPICAL MASONRY VERNACULAR BLDG. LOCATED ON A STREET.
HAS BEEN ALTERED BY PIER CONVERSION + WOOD SILLING
OUT OF SCALE + CHARACTER OF SURROUNDINGS

ARCHAEOLOGICAL REMAINS AT THE SITE

FMSF ARCHAEOLOGICAL FORM COMPLETED? Y X n (IF Y, ATTACH)
ARTIFACTS OR OTHER REMAINS NONE OBSERVED

RECORDER'S EVALUATION OF SITE

AREAS OF SIGNIFICANCE ARCH

ELIGIBLE FOR NAT. REGISTER? y ~~x~~n likely, need info insf inf
 SIGNIF. AS PART OF DISTRICT? y n likely, need info insf inf
 SIGNIFICANT AT LOCAL LEVEL? xy n likely, need info insf inf

SUMMARY ON SIGNIFICANCE (Limit to three lines provided; see page 3)

OF no significance of its own but located on mainstreet within
walking distance of central business district. Poses a problem
because breaks the fabric of commercial mainstreet

* * *DHR USE ONLY* * * * * DHR USE ONLY * *
 *
 * DATE LISTED ON NR *
 * KEEPER DETERMINATION OF ELIG.(DATE): -YES _____ -NO _____ *
 * SHPO EVALUATION OF ELIGIBILITY (DATE): -YES _____ -NO _____ *
 * LOCAL DETERMINATION OF ELIG.(DATE): -YES _____ -NO _____ *
 * OFFICE _____ *
 * * *DHR USE ONLY* * * * * DHR USE ONLY * *

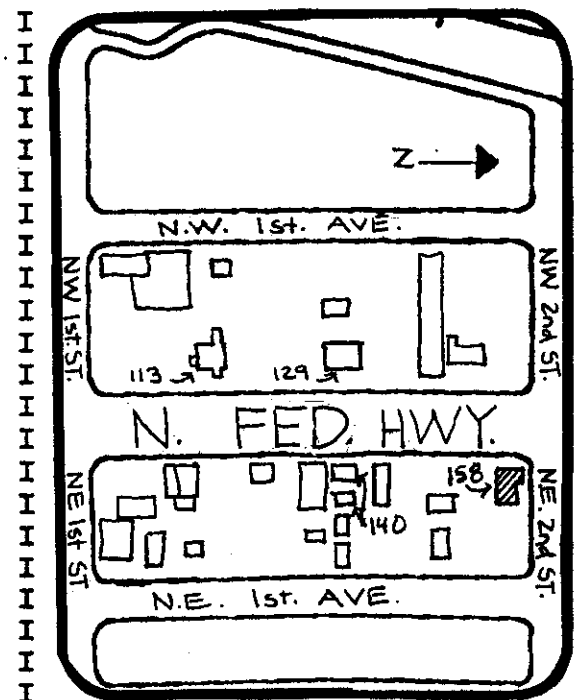
RECORDER INFORMATION: NAME F Paula M S L Croutham
 DATE: MO 8 YR 92 AFFILIATION F.I.U. : FLORIDA INTERNATIONAL UNIV.

PHOTOGRAPHS (Attach a labeled print bigger than contact size)

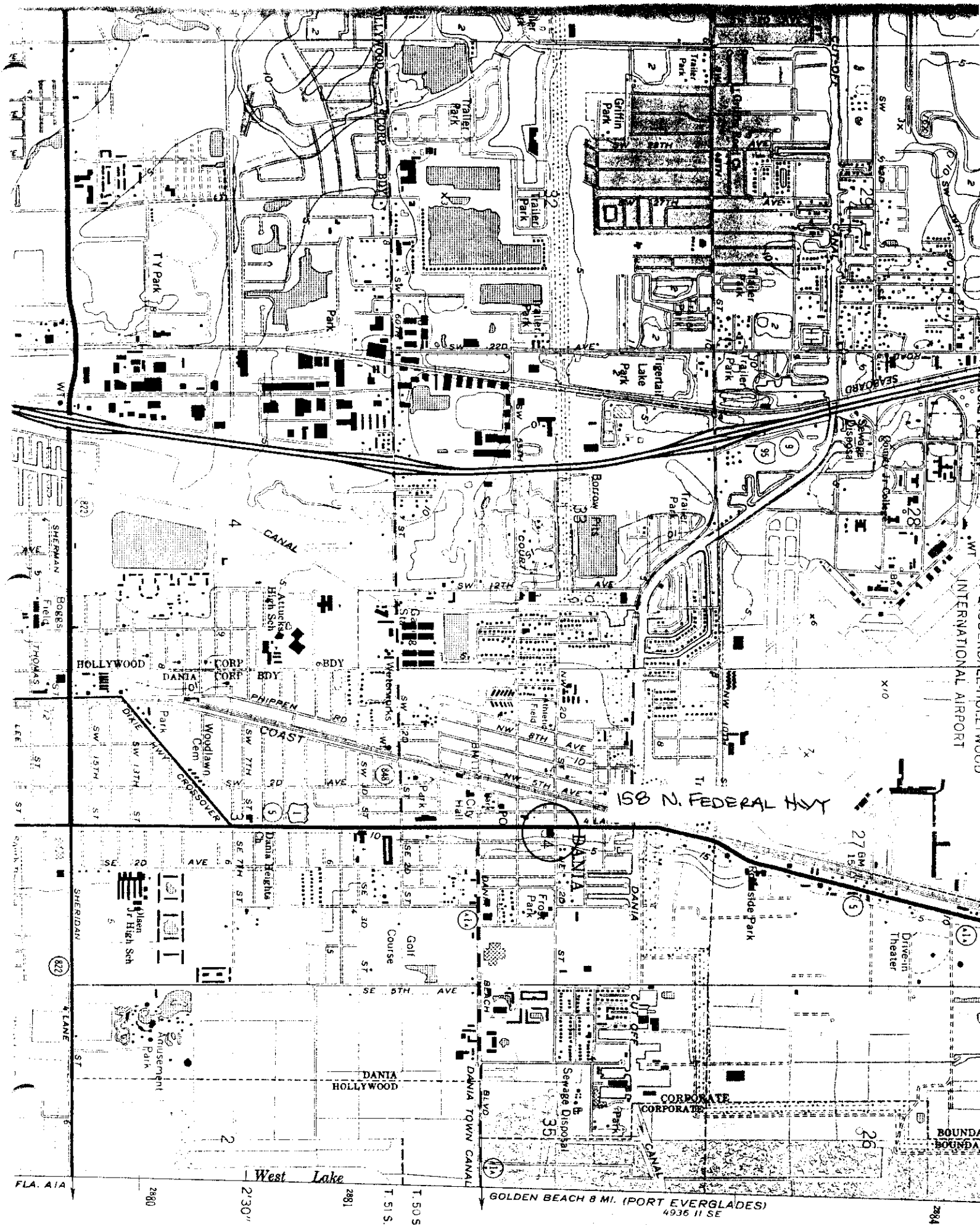
LOCATION OF NEGATIVES CITY OF DANIANEGATIVE NUMBERS 92NDG2 UPS (FRAME 13)

P H O T O G R A P H

Attach a B/W photographic print here with plastic clip. Label the print itself with at least: the FMSF site number (survey number or site name if not available), direction and date of photograph. Prints larger than contact size are preferable.



REQUIRED: USGS MAP OR COPY WITH SITE LOCATION MARKED



FLORIDA MASTER SITE FILE
HISTORIC SITE DATA SHEET

		FDAHRM	802==
Site No.	8Bd139		1009==
Site Name	Dania Counseling Center		830==
Other Name(s) for Site	Old A. C. Frost Home		930==
Other Nos. for Site			906==
NR Classification Category:	Building		916==
County			808==
Instruction for locating (or address)	158 N. Federal Highway Dania, Florida		
			813==
Location:	/ /		868==
	subdivision name block no. lot no.		
Owner of Site: Name:	Arlamonte, H. V., A.C.S.W. Berken, Gilbert H., M.D. PA		
Address:	Francis, Kay, A.S.M.H.T.		902==
	158 N. Federal Highway Dania, Florida		902==
Occupant, Tenant, or Manager:			
Name:			
Address:			
			904==
Reporter (or local contact):			
Name:			
Address:			
			816==
Recorder:			
Name & Title:	Evans, Mary K., Historic Sites Spec.		
Address:	FDAHRM Tallahassee, Florida		818==
Survey Date	7408	820==	Type of Ownership Private 848==
Inventory Status			914==
Previous Survey(s): (enter activity/title of survey/name/date/repository)			
			839==
Recording Station			804==
Specimens (Inventory Numbers)			870==
Date of Visit to Site	828==	Recording Date	832==
Photographic Record Numbers	74-N-08-75 (13-17)		
			860==

STATE FILE STAFF FOR
ORIGINAL PHOTO(S) OR MAP(S)

Location of Site (Specific):

Map Reference (incl. scale & date) Ft. Lauderdale South; 1:24000; 1962; 809==
photorevised 1969

Township	Range	Section	¼ Sec.	¼ ¼ Sec.	¼ ¼ ¼ Sec.	
T50S	R42E	S34				812==

LATITUDE AND LONGITUDE COORDINATES DEFINING A POLYGON LOCATING THE PROPERTY						
LATITUDE				LONGITUDE		
Point	Degrees °	Minutes '	Seconds ''	Degrees °	Minutes '	Seconds ''
	°	'	''	°	'	''
	°	'	''	°	'	''
	°	'	''	°	'	''
	°	'	''	°	'	''

OR

LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES						
26 °	03 '	12 ''	80 °	08 '	39 ''	800==

UTM Coordinates:

Zone Easting Northing

890==

Description of Site:

Site Size (approx. acreage of property) One acre 833==

Condition of Site: Check one ☐ Excellent 863== ☒ Good 863== ☐ Fair 863== ☐ Deteriorated 863== ☐ Ruins 863== ☐ Unexposed 863== ☐ Redeposited 863==	Integrity of Site: Check one or more ☒ Altered 858== ☐ Unaltered 858== ☐ Destroyed 858== ☐ Restored () Date: () 858== ☐ Moved () Date: () 858== ☒ Original Site 858==
--	---

Condition of Site (Remarks): ()

() 863==

Threats to Site:
Check one or more
☐ Zoning () () 878==
☐ Development () () 878==
☐ Deterioration () () 878==
☐ Borrowing () () 878==
☐ Transportation () () 878==
☐ Fill () () 878==
☐ Dredge () () 878==
☐ Other (See Remarks below): 878==

Threats to Site (Remarks):

879==

OTHER NOTABLE FEATURES OF BUILDING (FREE TEXT) (865==):

ROOF STRUCTURAL SYSTEM: Hipped roof with concrete shingle

MAIN ENTRANCE: Left portion of main facade is porch
entrance wider than usual; side lights; new pine door

WINDOW PLACEMENT:

WINDOW SURROUNDS AND DECORATION: Architrave surround white Dade
County pine

PORCHES, VERANDAS, GALLERIES AND BALCONIES: Spacious side porch on left
side supported by two massive stucco columns; porch roof support of
Dade county pine; floor & steps red concrete; two brackets hold up roof

EXTERIOR ORNAMENT AND COLOR: White paint; front windows trimmed in
black; overhanging eaves with base rafters redwood trim along roof;
watertable marked by division made of concrete horizontally

INTERIOR COMMENTS: Stucco, Dade county pine trim (painted) and
plaster walls

OTHER (SPECIFY): Good condition

MAJOR ALTERATIONS (FREE TEXT) (857==): Windows and extensive interior

OUTBUILDINGS (FEATURES OF SITE) (876==):

SURROUNDINGS (CLASSIFICATION) Primarily residential

864==

RELATIONSHIP TO SURROUNDINGS (FREE TEXT) (859==): Faces west onto Federal
Highway, north of business district; no setback; no landscaping

Site No. 8Bd139

Site Name Dania Counseling
Center

ARCHITECTURAL SITE DATA SUPPLEMENT

ARCHITECT _____ 872==

BUILDER _____ 874==

STYLE AND/OR MODE _____ 964==

PLAN TYPE _____ Rectangular 966==

EXTERIOR FABRIC(S) _____ Stucco, Dade county pine, rusticated block 854==

STRUCTURAL SYSTEM(S) _____ Rusticated block 856==

FEATURE OF STRUCTURE (942):

FOUNDATION: _____ Concrete 942==

ROOF TYPE: _____ Hipped 942==

SECONDARY ROOF STRUCTURE(S): _____ 942==

CHIMNEY LOCATION: _____ One on right slope; one hidden at rear slope 942==

WINDOW TYPE: _____ Double-hung sash, some modernized 942==

MATERIALS (882):

CHIMNEY: _____ Brick 882==

ROOF SURFACING: _____ Concrete shingle 882==

INTERIOR WALLS: _____ Plaster 882==

ORNAMENT INTERIOR: _____ Stucco, wood 882==

ORNAMENT EXTERIOR: _____ Wood, concrete 882==

QUANTITATIVE DATA (950-960):

NO. OF STOREYS _____ One 950==

NO. OF CHIMNEYS _____ Two 952==

OTHER (SPECIFY) _____ 954==

_____ 956==

Major Bibliographic References:

Dania Historical Society. Miscellaneous files containing correspondence, newspaper clippings, and personal recollections; various dates and sources.

Eby, Mrs. Jeanette. Personal Interview by Mary Evans, Dania Florida, August, 1974.

Present & Original Physical Appearance (use continuation sheet if necessary) (935==):

Statement of Significance (use continuation sheet if necessary)

A. C. Frost was land agent for the FEC Railroad Company when he moved with his family to Dania in 1901. He is considered the pioneer founder of the city; contributed largely in both land and money toward the development of the city; built and donated and first schoolhouse; was the first postmaster.

The house itself is a typical early 1900s South Florida bungalow style structure, reflecting the architectural trend of the era.

HISTORIC SITE DATA SUPPLEMENT

Site No. 8Bd139

Site Name Dania Counseling
Center

Present Use (check one or more as appropriate)

- | | | | |
|--|---|--|---|
| ☐ Agricultural 850== | ☐ Government 850== | ☐ Park 850== | ☐ Transportation 850== |
| ☒ Commercial 850== | ☐ Industrial 850== | ☐ Private Residence 850== | Other (Specify): |
| ☐ Educational 850== | ☐ Military 850== | ☐ Religious 850== | ☒ Medical 850== |
| ☐ Entertainment 850== | ☐ Museum 850== | ☐ Scientific 850== | ☐ 850== |

Original Use (check one or more as appropriate)

- | | | | |
|--|---|---|---|
| ☐ Agricultural 838== | ☐ Government 838== | ☐ Park 838== | ☐ Transportation 838== |
| ☐ Commercial 838== | ☐ Industrial 838== | ☒ Private Residence 838== | Other (Specify): |
| ☐ Educational 838== | ☐ Military 838== | ☐ Religious 838== | ☐ 838== |
| ☐ Entertainment 838== | ☐ Museum 838== | ☐ Scientific 838== | ☐ 838== |

Cultural Classification: Specific Dates: Beginning 1913 844==

Culture/Phase 840==

Developmental Stage 842==

Period (check one or more as appropriate)

- | | | | |
|--|---|---|--|
| ☐ Pre-Columbian 845== | ☐ 16th Century 845== | ☐ 18th Century 845== | ☒ 20th Century 845== |
| ☐ 15th Century 845== | ☐ 17th Century 845== | ☐ 19th Century 845== | |

Areas of Significance (check one or more as appropriate)

- | | | | |
|--|---|---|--|
| ☐ Aboriginal 910== | ☐ Community Planning 910== | ☐ Landscape Architecture 910== | ☐ Sculpture 910== |
| ☐ Archaeology Prehistoric 910== | ☐ Conservation 910== | ☐ Law 910== | ☐ Social/Humanitarian 910== |
| ☐ Archaeology Historic 910== | ☐ Economics 910== | ☐ Literature 910== | ☐ Theater 910== |
| ☐ Agriculture 910== | ☐ Education 910== | ☐ Military 910== | ☐ Transportation 910== |
| ☒ Architecture 910== | ☐ Engineering 910== | ☐ Music 910== | Other (Specify): |
| ☐ Art 910== | ☐ Exploration & Settlement 910== | ☐ Philosophy 910== | ☐ 910== |
| ☐ Commerce 910== | ☐ Industry 910== | ☐ Politics/Govt. 910== | ☐ 910== |
| ☐ Communications 910== | ☐ Invention 910== | ☐ Religion 910== | ☐ 910== |
| | | ☐ Science 910== | ☐ 910== |

Remarks & Recommendations:

FLORIDA MASTER
SITE FILE

FDAHRM 802==

Site No. Bd 139 1009==

Site Name Dania Counseling Center 830==

Other Name(s) for Site Old A.C. Frost Home 930==

Other Nos. for Site 906==

Type of Site Building 832==

Location of Site:

County Bd, FL. 808==

Instructions for locating site (or address) 158 N. Federal Hwy, Dania, FL

813==

Ownership:

Owner of Site: Name H.V. Arlamonte, A.C.S.W. 902==
Gilbert H. Berken, M.D. PA

Address Kay Francis, A.S.M.H.T. 903==
158 N. Federal Hwy, Dania, Florida

Occupant, Tenant or Manager:

Name Same 904==

Address 905==

Form Prepared By:

Reporter (or local contact):

Name 816==

Address 817==

Recorder:

Name & Title Evans, M.K., Historic Sites Specialist 818==

Address FDAHRM 819==

Date of Site Survey August, 1974 820==

Previous Survey(s), Excavation(s) or Collection(s) (Enter title of survey, date, whether Federal, State, County or Local, Location of Survey Report(s) and Material's Collected).

n/a

839==

Photographic Record Numbers 74-N-08-75 (13-17)

860==

Location of Site (Specific):

photo revised, 1969

Map Reference (incl. scale & date) Ft. Laud. South; 1:24000; 1962, 812==

Township	Range	Section	1/4 Sec.	1/4 1/4 Sec.	1/4 1/4 1/4 Sec.
50S	42E	34			
					812==

LATITUDE AND LONGITUDE COORDINATES DEFINING A POLYGON LOCATING THE PROPERTY							O R	LATITUDE AND LONGITUDE COORDINATES DEFINING THE CENTER POINT OF A PROPERTY OF LESS THAN TEN ACRES						
CORNER	LATITUDE			LONGITUDE				LATITUDE			LONGITUDE			
	Degrees	Minutes	Seconds	Degrees	Minutes	Seconds		Degrees	Minutes	Seconds	Degrees	Minutes	Seconds	
	°	'	"	°	'	"		°	'	"	°	'	"	
	°	'	"	°	'	"		26	03	12	80	08	39	
	°	'	"	°	'	"								
	°	'	"	°	'	"								
	°	'	"	°	'	"								
	°	'	"	°	'	"								
	°	'	"	°	'	"								

812==

Global Reference Code 884==

Description of Site:

Site Size (approx. acreage of property) one acre 833==

Present Condition of Site good

Check one			Check one			Check one if appropriate		
☐ Excellent	863==		☐ Deteriorated	863==		☐ Altered	863==	
☒ Good	863==		☐ Ruins	863==		☐ Moved	863==	
☐ Fair	863==		☐ Unexposed	863==		☐ Unaltered	863==	
						☐ Original Site	863==	

Present & Original Physical Appearance (use continuation sheet if necessary)

See checklist for architectural description

HISTORIC SITE DATA SUPPLEMENT

Site No. _____
Site Name Dania Counseling
Center
(A.C. Frost home)

Present Use (check one or more as appropriate)

- | | | | |
|--|---|--|---|
| ☐ Agricultural 838== | ☐ Government 838== | ☐ Park 838== | ☐ Transportation 838== |
| ☒ Commercial 838== | ☐ Industrial 838== | ☐ Private Residence 838== | Other (Specify): |
| ☐ Educational 838== | ☐ Military 838== | ☐ Religious 838== | ☒ Medical 838== |
| ☐ Entertainment 838== | ☐ Museum 838== | ☐ Scientific 838== | ☐ _____ 838== |

Period (check one or more as appropriate)

- | | | | |
|--|---|---|--|
| ☐ Pre-Columbian 842== | ☐ 16th Century 842== | ☐ 18th Century 842== | ☒ 20th Century 842== |
| ☐ 15th Century 842== | ☐ 17th Century 842== | ☐ 19th Century 842== | |

Specific Dates: Beginning 1913 844== Ending 846==

Areas of Significance (check one or more as appropriate)

- | | | | |
|--|---|--|---|
| ☐ Aboriginal
Prehistoric 910== | ☐ Education 910== | ☐ Political 910== | ☐ Urban Planning 910== |
| ☐ Aboriginal
Historic 910== | ☐ Engineering 910== | ☐ Religion/Philosophy 910== | Other (Specify): |
| ☐ Agriculture 910== | ☐ Industry 910== | ☐ Science 910== | ☐ _____ 910== |
| ☒ Architecture 910== | ☐ Invention 910== | ☐ Sculpture 910== | ☐ _____ 910== |
| ☐ Art 910== | ☐ Landscape 910== | ☐ Social/Humanitarian 910== | ☐ _____ 910== |
| ☐ Commerce 910== | ☐ Architecture 910== | ☐ Theater 910== | ☐ _____ 910== |
| ☐ Communications 910== | ☐ Literature 910== | ☐ Transportation 910== | |
| ☐ Conservation 910== | ☐ Military 910== | | |
| | ☐ Music 910== | | |

Thematic Classification:

- | | | |
|---|---|--------------------------------------|
| ☐ Aboriginal 912== | ☐ Military 912== | Other (Specify): |
| ☒ Architectural 912== | ☐ Political 912== | ☐ _____ 912== |
| ☐ The Arts 912== | ☐ Society 912== | ☐ _____ 912== |
| ☐ Exploration & Settlement 912== | ☐ Science & Technology 912== | ☐ _____ 912== |

Statement of Significance (use continuation sheet if necessary)

A.C. Frost was land agent for the FEC Railroad Company when he moved with his family to Dania in 1901. He is considered the pioneer founder of the city; contributed largely in both land and money toward the development of the city; built and donated the first schoolhouse; and was the first postmaster.

The house itself is a typical early 1900's south Florida bungalow style structure, reflecting the architectural trend of the era.

Remarks & Recommendations:

835==

Major Bibliographic References:

Eby, Mrs. Jeanette. Personal interview by Mary Evans,
Dania, Florida, August, 1974.

Dania Historical Society. Miscellaneous files containing
correspondence, newspaper clippings, and personal recollections.
Various dates and sources.

920==

A.C. Frost Home
(Dania Counseling Center)

PORCH (HEIGHT, WIDTH, ROOF, SUPPORTS, ENCLOSURES, TYPE, MATERIALS)
spacious side porch goes length of porch on left side with main
entrance there; supported by two massive square columns to left side
made of stucco, porch roof support of Dade County pine; tongue and groove,
floor and steps of concrete painted red; two brackets hold up porch roof
to front and rear

SECONDARY PORCHES, INCLUDING BALCONIES none

EXTERIOR ORNAMENT AND COLOR white paint, front windows trimmed in black;
overhanging eaves with base rafters redwood trim along roof--later
addition--watertable marked by division made of concrete horizontally

INTERIOR COMMENTS stucco, Dade County pine trim (now painted) and
plaster walls

CONDITION good

ALTERATIONS few; only change in a few windows and extensive on interior

OUTBUILDINGS none

STYLE AND/OR PERIOD 1913; typical south Florida bungalow

ARCHITECTURAL SIGNIFICANCE AND IMPRESSIONS well maintained; typical
example of early south Florida residence

Dania Counseling Center
(A.C. Frost home).







NO
THRU
TRUCKS

158

PLANNING & ZONING BOARD MEMBERSHIP

Wednesday, June 07, 2023

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Jonathan L. Thomas 2337 Anchor Court Dania Beach, FL 33312 954-997-2095 Thomasjonathan995@ymail.com	November 21, 2022	November 2022 through November 2024	James
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	November 21, 2022	November 2022 through November 2024	Lewellen
Derrick Hankerson 746 SW 3 rd Street Dania Beach, FL 33004-4901 954-374-9199 (H) 754-208-6442 (Cell) Dh954@comcast.net	November 21, 2022	November 2022 through November 2024	Davis
Morris Stowers 829 NW 9 th Avenue Dania Beach, FL 33004 954-347-4596 stowerm1@yahoo.com	December 13, 2022	November 2022 through November 2024	Ryan
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	November 21, 2022	November 2022 through November 2024	Salvino
		November 2022 through November 2024	Alternate

**PLANNING & ZONING BOARD
MEMBERSHIP**

Wednesday, June 07, 2023

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Cheryl Baker-Hill P.O. Box 94 Dania Beach, FL 33004 954-290-2358 Cherylbh1@comcast.net	January 10, 2023	November 2022 through November 2024	Alternate

**CHARTER REVIEW BOARD
MEMBERSHIP
Wednesday, June 07, 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, June 07, 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
			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
Jay Dick 426 SE 6 th Street Dania Beach, FL 33004 (954)629-2049 Jaydick226@gmail.com	May 9, 2023		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: June 13, 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

Our Director of Communications and Marketing officially joined our Team this past Monday, the 5th of June! We spent several hours together alongside our PIO, Deputy City Manager, and our HR Director. We discussed all our priorities and our timelines for key deliverables such as our marketing campaign partnership with Visit Lauderdale that kicks off this week and includes our first ever Citywide Newsletter that will go out to all our residents and local businesses this September, our Mayor's State of the City Address (looking at several days within first 2 weeks in October), our first Dania After Dark event coming this October the 14th, our 120th Birthday Celebration, etc. Our collective objective is raising the bar on how we communicate information to our community and how we best position ourselves to market our City. Who we are, what we do and what folks can enjoy here in Dania Beach are the primary goals!

This past Monday the 5th, Commissioner Davis and I met with several key individuals who represent Coca-Cola in our South Florida region, and we discussed partnership ideas, including but not limited to, sponsorships at CW Thomas Park, naming rights for our Football Field and sponsoring Dania After Dark events. We also discussed having Coca-Cola be part of a job fair as we are planning one with BSO and Memorial. We will continue to pursue partnerships that can provide our City with great benefits and opportunities.

We are in the process of planning half a dozen ribbon cutting/celebratory events with our City Commission prior to your summer break, much of which will be great content for our newsletter. Mr. Joe Milton (Seaview 1) has reached out to me as he is planning a ribbon cutting on Thursday, July 6th, at 4:00 p.m. and seeks your attendance.

“Totor” our 9-foot dog art sculpture has arrived from France along with Artist Stephan Bolongaro who will be with us for a couple of weeks. The Artist and Dania Point have suggested Thursday the 29th of June, for the unveiling ceremony. There is flexibility on the time.

We are one month away from presenting our Fiscal Year 2024 draft budget to you at our first meeting in July. Our Finance Director and I are working on our September Budget hearing schedules. We cannot hold meetings on the same dates as Broward County or the School Board, therefore September the 12th is not an option. The first meeting for our Budget must be held by the 15th. We are proposing Wednesday the 13th as our first budget hearing to run concurrent with our regular Commission meeting as we have successfully done in the past. On Wednesday the 20th of September at 5:05 p.m., we would hold a Special meeting only to conduct our second mandatory public hearing for the adoption of millage rates and Fiscal Year 2024 Budget, should the City Commission grant us our request. Lastly, we would hold our second September Commission meeting on its regular date of Tuesday, the 26th of September. A special meeting on the 20th is requested because the 26th is too late to hold our 2nd budget hearing.

Our Special Events Manager will join our Team on Monday, the 12th of June. We are prioritizing key events such as Dania After Dark. Additionally, we will commence the planning and execution of our second annual employee appreciation picnic. We are looking at Saturday the 14th of October to coincide with Dania after Dark as our goal is to move from a lovely Afternoon together into an amazing evening enjoying our first Dania after Dark of 2023!

We continue to work together with preparing the proposed Fiscal Year 2024 budget, ensuring the priorities of your adopted strategic plan as well as your desires during our workshop are included. You will be receiving your draft budget July 11th.

Within the next two weeks, we will officially dedicate several parks as we continue to invest in our parks and playgrounds, with the goal to augment the quality of life for our community. One of the parks is Mildred V. Jones, which is a beautiful passive park on the water adjacent to Bryan Road. New exercise equipment has been installed, and while many walk to the park, there is a demand for some parking exits. We are working with our traffic engineers to possibly reconfigure the street to allow for parking. We will keep you updated.

Our boat ramp at Griffin Marina Park remains closed for safety reasons. We completed our scope of work for the bidding process and the bids will officially be open on the 23rd of June. We will have two game plans, a short-term plan to allow us to open the ramp by late summer and a long-term solution that focuses on the best plan for total renovation. In the meantime, the boat ramp at IT Parker is an alternative destination for our boaters.



Hearing Agenda Report

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2019-00001381	Active	H-CONFIRMATION - Confirmation Hearing	711 SW 6 ST	ILANIT YAESH AZRY YAISH	Anson Westberry
2020-00000563	Active	H-EXTENSION - Extension Hearing	261 SW 5 ST	BRIAN ROJAS	Anson Westberry
2022-00000317	Active	H-EXTENSION - Extension Hearing	101 SE 2 ST	POROKU LLC	Anson Westberry
2022-00001381	Active	H-EXTENSION - Extension Hearing	1000 PHIPPEN RD	TRUST CAPITAL INVESTMENTS	Anson Westberry
2022-00001393	Active	H-EXTENSION - Extension Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTOTELIS DAGLARIS, JOHN	Anson Westberry
2023-00000198	Active	H-FIRST HEARING - First Hearing	414 SE 10 ST 203	AVILES, PETER A CARLO & AVILES FAM TR ETAL	Anson Westberry
2023-00000297	Active	H-FIRST HEARING - First Hearing	230 NE 2 AVE	VILLAR, MIGUEL & SHANNON G	Anson Westberry
2023-00000330	Active	H-FIRST HEARING - First Hearing	200 E DANIA BEACH BLVD	200 EDB LLC	Anson Westberry
2023-00000414	Active	H-FIRST HEARING - First Hearing	311 E SHERIDAN ST	PRINCETON ORCHARDS ASSOCIATES LLC	Anson Westberry
2022-00001214	Active	H-EXTENSION - Extension Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2022-00001253	Active	H-EXTENSION - Extension Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2022-00001532	Active	H-CONFIRMATION - Confirmation Hearing	222 NW 14 WAY	TORRES, ANDREA ELISA TORRES, CHRISTIAN	Christina Caserta
2023-00000099	Active	H-FIRST HEARING - First Hearing	112 NW 4 AVE	RICHARD JUDGE	Christina Caserta
2023-00000111	Active	H-FIRST HEARING - First Hearing	128 NW 5 AVE	128 NW 5TH AVE LLC	Christina Caserta
2023-00000123	Active	H-FIRST HEARING - First Hearing	120 S FEDERAL HWY	HYPOEDANIA LLC	Christina Caserta
2023-00000240	Active	H-FIRST HEARING - First Hearing	16 S FEDERAL HWY	DANIA DISCOUNT DRUGS INC	Christina Caserta



Hearing Agenda Report

2023-00000241	Active	H-FIRST HEARING - First Hearing	16 18 S FEDERAL HWY	DANIA DISCOUNT DRUGS INC	Christina Caserta
2023-00000310	Active	H-FIRST HEARING - First Hearing	790 NW 1 ST	790 PROPERTIES LLC	Christina Caserta
2023-00000474	Active	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Christina Caserta
2020-00000182	Active	H-CONFIRMATION - Confirmation Hearing	3930 SW 51 ST	JOCENEL CINOR	George White
2020-00000203	Active	H-CONFIRMATION - Confirmation Hearing	HIDDEN HARBOUR CT	OAKS AT HIDDEN HARBOUR ASSN INC	George White
2022-00001372	Active	H-CONFIRMATION - Confirmation Hearing	5840 SW 37 AVE	5840 SW 37 FORT LAUDERDALE LLC EDIDIN PARTNERS LLC	George White
2022-00001449	Active	H-EXTENSION - Extension Hearing	749 PHIPPEN RD	BECKFORD, PATRICK H/E BECKFORD, JUANA	Michelle Shahryar
2023-00000013	Active	H-FIRST HEARING - First Hearing	300 S FEDERAL HWY	OCEL LLC	Michelle Shahryar
2023-00000294	Active	H-FIRST HEARING - First Hearing	47 SW 15 ST	GUARANTEED INVESTMENT LLC	Michelle Shahryar
2023-00000336	Active	H-FIRST HEARING - First Hearing	203 SW 2 TER	JEFFERSON, YOLANDA L	Michelle Shahryar
2023-00000400	Active	H-FIRST HEARING - First Hearing	1518 SW 2 AVE	SIMCHA, REUVEN	Michelle Shahryar
2023-00000417	Active	H-FIRST HEARING - First Hearing	900 PHIPPEN RD	FINE LINE MOVEMENTS INC DEL INVESTMENT GROUP LLC	Michelle Shahryar
2023-00000427	Active	H-FIRST HEARING - First Hearing	1200-1218 S FEDERAL HIGHWAY	1200 PLAZA LLC	Michelle Shahryar
2023-00000434	Active	H-FIRST HEARING - First Hearing	337 SW 13 ST	LAEL BAPTIST CHURCH INC	Michelle Shahryar
2023-00000513	Active	H-FIRST HEARING - First Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Michelle Shahryar
2018-00000704	Active	H-ABATEMENT - Abatement Hearing	SW 10 ST	JOSE E RAMOS	Ricky Ali
2019-00001664	Active	H-CONFIRMATION - Confirmation Hearing	811 SE 4 AVE Common Area	DANIA CHATEAU DE VILLE CONDO ASSOC INC	Ricky Ali



Hearing Agenda Report

2021-00001822	Active	H-EXTENSION - Extension Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTITELIS DAGLARIS, JOHN	Ricky Ali
2023-00000129	Active	H-FIRST HEARING - First Hearing	4926 SW 44 TER	ALL WAY TOWING & TRANSPORT LLC	Ricky Ali
2023-00000199	Active	H-FIRST HEARING - First Hearing	4148 SW 51 ST S	TURNKEY UNIT HOUSING LLC	Ricky Ali
2023-00000242	Active	H-FIRST HEARING - First Hearing	3981 SW 58 ST	SAM HOLDINGS 2002 LLC	Ricky Ali
2023-00000253	Active	H-FIRST HEARING - First Hearing	5511 WOODLAND LN	L CHAIM FARM LLC	Ricky Ali
2023-00000261	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 101	YUCESDY LLC	Ricky Ali
2023-00000262	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 102	AFD DIAMOND INC	Ricky Ali
2023-00000263	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 103	GAMIZ, CARLOS	Ricky Ali
2023-00000264	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 104	YAMI INVESTMENT LLC	Ricky Ali
2023-00000265	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 201	RDIS PROPERTY LLC	Ricky Ali
2023-00000266	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 202	RDIS PROPERTY LLC	Ricky Ali
2023-00000267	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 203	REICHMAN INVESTMENT GROUP LLC	Ricky Ali
2023-00000268	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 204	COMANDARI, ELEANA	Ricky Ali
2023-00000269	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 205	COMANDARI, ELEANA	Ricky Ali
2023-00000270	Active	H-FIRST HEARING - First Hearing	4717 SW 33 AVE 206	HSTS INVESTMENTS LLC	Ricky Ali
2023-00000300	Active	H-FIRST HEARING - First Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	Ricky Ali
2023-00000461	Active	H-FIRST HEARING - First Hearing	5424 SW 44 TER	DELAUNAY, KIMARY J H/E BUTLER, DOROTHY A	Ricky Ali



Hearing Agenda Report

2023-00000488	Active	H-FIRST HEARING - First Hearing	4425 SW 26 AVE	B & T INVESTMENT PARTNERS LLC	Ricky Ali
2023-00000564	Active	H-FIRST HEARING - First Hearing	338 S FEDERAL HIGHWAY	SHREE-RAM HOSPITALITY INC	Ricky Ali
2018-00000260	Active	H-ABATEMENT - Abatement Hearing	177 PHIPPEN RD	DANIA BEACH SCRAP METALS LLC	Warren Ostrofsky
2019-00000762	Active	H-CONFIRMATION - Confirmation Hearing	855 NW 3 TER	ZONDA INVESTING GROUP LLC	Warren Ostrofsky
2020-00000171	Active	H-ABATEMENT - Abatement Hearing	4951 SW 26 AVE	DND MANAGEMENT LLC	Warren Ostrofsky
2021-00000832	Active	H-EXTENSION - Extension Hearing	4161 SW 22 AVE	KATHLEEN W REICH REV LIV TR GOLLNICK CAROL REICH TRSTEE ETAL	Warren Ostrofsky
2020-00000061	Active	H-CONFIRMATION - Confirmation Hearing	702 SE 3 CT	JASON KIRKCALDY JAMIE L DIMAURO	Windy Damis
2020-00000078	Active	H-CONFIRMATION - Confirmation Hearing	73 SW 12 AVE 111-1	WD INVESTMENT HOLDINGS LLC	Windy Damis
2021-00000606	Active	H-CONFIRMATION - Confirmation Hearing	NW 14 CT	TAYLOR CHRISTINE EST	Windy Damis
2021-00000809	Active	H-ABATEMENT - Abatement Hearing	245 NW 6 AVE	SAB2016 LLC	Windy Damis
2021-00001872	Active	H-CONFIRMATION - Confirmation Hearing	112 NW 4 AVE	JUDGE, RICHARD	Windy Damis
2022-00000158	Active	H-FORECLOSURE - Foreclosure Hearing	606 W DANIA BEACH BLVD	BUTTS, MAUDIE L	Windy Damis
2022-00000309	Active	H-EXTENSION - Extension Hearing	3061 COVE DR	SMALL, CAROLINE LEARY	Windy Damis
2022-00001203	Active	H-EXTENSION - Extension Hearing	2181 SW 51 CT	SALMAN, YEHEZKEL	Windy Damis
2023-00000217	Active	H-FIRST HEARING - First Hearing	4975 SW 28 AVE	AVERY, VIVIAN	Windy Damis
2023-00000519	Active	H-FIRST HEARING - First Hearing	2724 SW 55 ST	CHETRAM, BLAINEZ	Windy Damis