

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, NOVEMBER 14, 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. Presentation to Parks and Recreation Director Eric Brown on his Service to the City
- 2. Recognition of Deputy Rolando Reyes and Deputy Jennifer Spicer, Broward Sheriff's Office - *Sponsored by Vice Mayor Lori Lewellen*

3. Presentation to Dania Beach Lifeguards for Placing in 5K Race - *Sponsored by Commissioner Davis*
4. Comprehensive Plan Presentation by Chen Moore - *Community Development*
5. Presentation of City Hall Atrium/Lobby conceptual renderings and expansion options. - *Finance*
6. Special Event Application Request for 1101 Gallery - *Parks and Recreation*
7. Special Event Application Request for Ignite Art Festival - *Parks & Recreation*
8. Retroactive Approval of Proclamation Recognizing the City of Dania Beach as a Purple Heart City 11-11-23 - *Sponsored by Mayor Ryan*
9. Approval of Proclamation to Dania Dolphins 6U Champions – *Sponsored by Mayor Ryan*

4. PROCLAMATIONS

1. Proclamation to Dania Dolphins Champs – *Sponsored by Mayor Ryan*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
 - Discussion Regarding Authority for City Attorney to Opt In or Out of the Polyfluoroalkyl Substances (PFAS) Settlements and Possible Hiring of Outside Counsel
3. City Clerk - Reminders
 - December 12, 2023 - 7:00 p.m. - Regular City Commission Meeting

6. PUBLIC SAFETY REPORTS

7. CITIZENS' 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.

8. CONSENT AGENDA

1. Minutes: October 24, 2023 Regular City Commission Meeting Minutes

2. Travel Requests: None.

3. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AN INTERLOCAL AGREEMENT ("ILA") WITH BROWARD COUNTY AND THE CITY OF DANIA BEACH RELATING TO COMMUNITY SHUTTLE BUS TO INCREASE THE FUNDING REQUIRED BY THE HOURLY RATE INCREASE ASSOCIATED WITH THE COMMUNITY SHUTTLE SERVICE OPERATIONS FROM FORTY FIVE DOLLARS (\$45.00), PER HOUR, TO SIXTY EIGHT DOLLARS AND FORTY EIGHT CENTS (\$68.48), PER HOUR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. City's Floodplain Management, Program of Public Information (PPI) Committees 22/23 Annual Evaluation Report - *Community Development*

5. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PLEDGING ITS SUPPORT AS A MEMBER OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS, ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO ADVANCE, WITH ITS CO-MEMBERS, THE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS MAY BE APPROPRIATE FOR THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

6. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR AN AMENDED BUDGET APPROPRIATION FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

7. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY FOR FILM PERMITTING; PROVIDING FOR CONFLICTS; 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 RENEWAL AND AMENDMENT OF THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” WITH CLEAN SPACE, INC. IN THE AMOUNT OF EIGHTY- EIGHT THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND SEVENTY TWO CENTS (\$88,557.72) FOR FISCAL YEAR 2024 AND NINETY-ONE THOUSAND EIGHT HUNDRED THIRTY FOUR HUNDRED DOLLARS AND TWENTY CENTS (\$91,834.20) FOR FISCAL YEAR 2025, PROVIDING AN ADDITIONAL FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) IN THE FEE DUE TO THE INCREASE IN COSTS FOR DEEP CLEANING/SEALING FLOOR MAINTENANCE SERVICES; AND TO PROVIDE FOR ADDITIONAL SERVICES FOR EACH YEAR OF THE TWO YEAR RENEWAL; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT RENEWAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. RESOLUTION NO. 2023- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE LEASE OF TWO (2) MODULAR OFFICE BUILDINGS FROM MOBILE MODULAR, WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA REQUEST FOR PROPOSAL (RFP) #20-209; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

9. 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 (ITB) NO. 2023-019- “NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS” TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND FORTY-NINE THOUSAND AND FOUR HUNDRED DOLLARS \$449,400.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

2. RESOLUTION NO. 2023- _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS NO. 2023-021, ENTITLED, “PRODUCTION AND PRINTING OF COMMEMORATIVE PUBLICATION” AND TO AUTHORIZE THE CITY ADMINISTRATION TO NEGOTIATE AND ENTER INTO AGREEMENT WITH ISLAND SYNDICATE HOLDINGS LLC IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,0000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-65-22), DESIGN VARIATIONS (OT-066-22, OT-067-22, OT-061-23, OT-063-23, OT-064-23, AND OT-072-23) AND TWO VARIANCES (VA-058-23 AND VA-062-23), SUBMITTED BY THE OWNER, 501 STIRLING ROAD LLC, FOR PROPERTIES GENERALLY LOCATED AT 501 STIRLING ROAD, IN THE CITY OF 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 CONDITIONS; CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “IMECA DANIA BEACH” PLAT (PL-21-23), SUBMITTED BY THE OWNER, 501 STIRLING ROAD LLC, FOR PROPERTIES GENERALLY LOCATED AT 501 STIRLING ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, COMPLYING WITH SECTION 166.0451, FLORIDA STATUTES BY HOLDING A PUBLIC HEARING AND CREATING A LIST OF PROPERTIES OWNED BY THE CITY AND THE CRA, WHICH PROPERTIES MAY BE AVAILABLE FOR AFFORDABLE HOUSING PURPOSES (30 % TO 120% AMI); AND BY PROVIDING FOR BEST PRACTICES IN UTILIZING THE LISTED PROPERTIES FOR AFFORDABLE HOUSING PURPOSES; PROVIDING FOR

CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS”; AT ARTICLE IV ENTITLED “NOISE”; AMENDING SECTIONS 17-80 ENTITLED “DEFINITIONS”; SECTION 17-81 ENTITLED “UNREASONABLY LOUD NOISE PROHIBITED”; SECTION 17-85 ENTITLED “EXEMPTIONS”; TO UPDATE THE CITY’S CODE RELATING TO UNNECESSARY AND EXCESSIVE NOISE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Manager & Community Development*)

2. ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED “ADMINISTRATION” AT ARTICLE V, ENTITLED “RESERVED” BY AMENDING SECTION 2-101, ENTITLED “NAMING OF CITY OWNED FACILITIES” TO MODIFY THE BACKGROUND CHECK CRITERIA OF THE CODE, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Attorney*)

12. SECOND READING ORDINANCES

1. 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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24) AS APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

13. DISCUSSION AND POSSIBLE ACTION

1. Discussion and Approval of 2024 City Commission Meeting Dates - *City Clerk*
2. Ignite Sponsorship - *Community Development*

14. APPOINTMENTS

1. Public Art Advisory Board - One (1) Vacancy - *City Clerk*

15. COMMISSION COMMENTS

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

16. ADJOURNMENT



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: 1101 Gallery

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: 110 NW 1st Street, Dania Beach, 33004, FL

Expected maximum attendance 150 Expected sustained attendance 50

Has this event been held in the past? YES Yes ☐ No ☐ same adress,same attendance Art Dania 2022

If yes, please list the past dates, locations and attendance
permission copy is attached

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

Vendors will consist of art paintings, sculptures, other art mediums and food.

Will be hold every second weekend + during all days of MIAMI DESIGN WEEK starting

Oct 2023 and ending Oct 2024 with an estimated attendance of 150 people

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>Oct 2023</u>		<u>4 pm</u> AM/PM	<u>10 pm</u> AM/PM	<u>150</u>
EVENT DAY 1:	<u>12/01/23</u>	<u>1</u>	<u>1 pm</u> AM/PM	<u>10 pm</u> AM/PM	<u>150</u>
EVENT DAY 2:	<u>12/10/23</u>	<u>10</u>	<u>1 pm</u> AM/PM	<u>10 pm</u> AM/PM	<u>150</u>
EVENT DAY 3:					
BREAKDOWN:	<u>Oct 2024</u>				<u>150</u>

PART II: APPLICANT

Organization Name Choice International FL LLC Name of Authorized Signatory Dmitry Pogrebkov
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 110 NW 1st Street City, State, Zip: Dania Beach, FL, 33004
Date of registration: 06/29/2023 State registered in: FL Federal ID # P261-161-68-149-0
Email Address: choicedbd@hotmail.com Phone: _____
Event Coordinator Name Ivan Semikin Phone: _____
Title: MGR Phone: _____ Cell: +15613050433
Email address: choicedbd@hotmail.com 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.)

Bar tender - Dania Beach Distillery License from Bay 6 (expected in Nov-Dec 2023)

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

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☐ Yes ☒ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ☐ No

Food Trucks ☒ Yes ☐ No

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

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.):

Amplified, acoustic, live, DJ

List the type of equipment you will use (speakers, amplifier, drums, etc.):
speakers, amplifiers, drums by occasion (changing bands and music styles over the year)

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

Days and times music will be played: 2 to 4 hours per event day

How close is the event to the nearest residence? 2 blocks or behind the rail road
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact X Yes No If yes, lot location(s)? see printout

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? X 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 X 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? max 10 x 10 in total 3 to 6 tents

Company Name _____ Contact _____ Phone _____
A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field 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

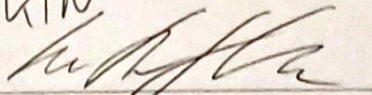
Email application and plans to: specialeventapplication@daniabeachfl.gov

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

SEMIKIN



Event Coordinator Signature

09-22-2023

Date



CITY OF DANIA BEACH

SPECIAL EVENT PERMIT CERTIFICATE

Valid through: December 11, 2022

APPLICANT: Art Dania - Dania Warehouse 100, LLC

ADDRESS: 110 NW 1 Street Dania, FL 33004

PHONE: 9545317492

EVENT DATE: April 09, 2022

TYPE OF EVENT: Vendors will consist of art paintings, sculptures, other art mediums and food.

EVENT LOCATION: 110 NW 1 Street Dania, FL 33004

SPECIAL CONDITIONS: This event will be held every second weekend starting April 9 through December 11, 2022, from 6:00 p.m. - 10:00 p.m. with an estimated attendance of 150 people.

This Special Event Permit Certificate from must be on site at all Special Events or Special Event may be shut down.

Director's Approval:

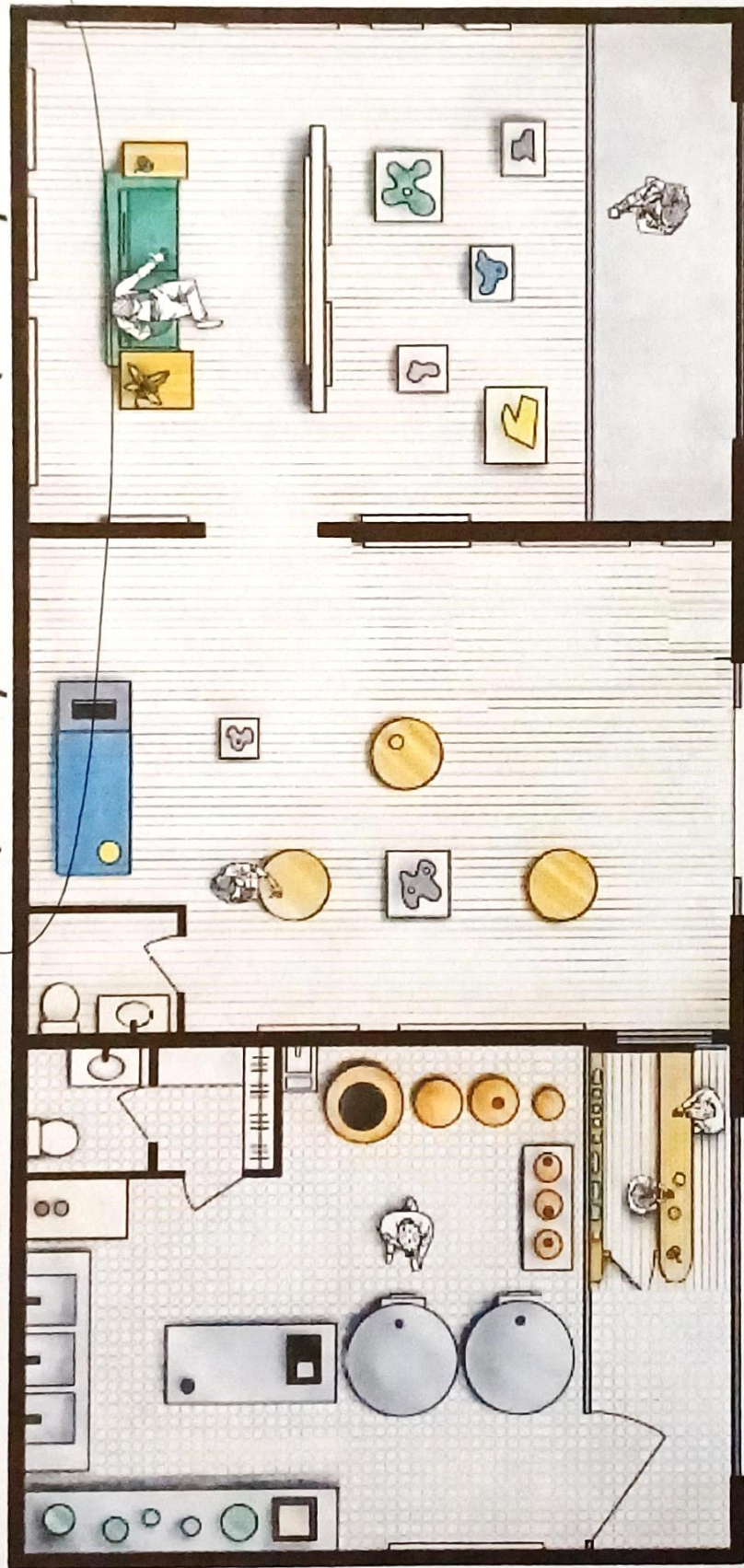
Community Development

Department:

DISTILLERY

GALLERY

GALLERY



TAP ROOM

moreira
design studio

DANIA BEACH DISTILLERY LLC

MARERA STUDIO • BEYMESTRASSE 1 • 12167 BERLIN • GERMANY

SK • 001

SCALE • 1:40

ISSUED • 23.03.2023



Parks & Recreation

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Special Events Manager

SUBJECT: Special Events Application Request for Ignite Art Festival on January 24, 2024 – January 28th, 2024

Request:

Marc Aptakin, representing Mad Arts, has submitted a request for a Special Event to facilitate their IGNITE Art Festival at Mad Arts in Dania Beach. They are seeking permission to utilize the City Hall Garage from Wednesday, January 24, 2024, to Sunday, January 28, 2024. Additionally, they are requesting two shuttles to operate for 8 hours each day, transporting attendees to and from Mad Arts. They also seek a waiver of the application fee and BSO deputies.

Background:

The requested event will be held at Mad Art located at 481 S. Federal Hwy. Dania Beach, FL 33004. This is a free event that is open to the public. IGNITE Art Festival Mad Arts have partnered with the Broward County Cultural Division that will feature immersive large-scale projection mapping and interactive light sculptures and installations at 481 S. Federal Hwy.

Department Review:	Comments:
BSO Fire: Fire Prevention Building Official	Fire can approve the event as proposed without Food Trucks. Requesting an electrical permit but using existing power and restrooms
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues
HR / Risk Mgmt-	Not applicable
Parks & Recreation	No issues

Public Services	No issues
BSO Police Dept.	No concerns, requesting BSO deputy presence during the event

Budgetary Impact

The applicant has requested the waiver of the \$300 special events application fee.

The City would collaborate with Mad Arts and Ignite to fund the following:

- Providing 2 shuttle buses for a duration of 3 days, with each day requiring 8 hours of service, which amounts to \$3,800.
- Securing BSO deputies for a 3-day period, with each day requiring 5 hours of service, resulting in a total cost of \$1,200.

Recommendation

The Parks & Recreation Department is recommending that the City Commission approve the special events application request 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: IGNITE ART FESTIVAL IN DANIA BEACH

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: 481 S. Federal Hwy

Expected maximum attendance _____ Expected sustained attendance 2500

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

If yes, please list the past dates, locations and attendance Wed, Jan 24, 2023 -

Sunday, Jan 28, 2023

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

Immersive art gallery and festival inside the building and in the backyard. Family Friendly Event

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>1/24/23</u>	<u>Wed</u>	<u>8</u> AM/PM	<u>10</u> AM/PM	
EVENT DAY 1:		<u>W-Th-Sun</u>	<u>10</u> AM/PM	<u>8</u> AM/PM	<u>2500 per day</u>
EVENT DAY 2:		<u>Fri-Sat</u>	<u>10</u> AM/PM	<u>10</u> AM/PM	
EVENT DAY 3:			AM/PM	AM/PM	
BREAKDOWN:			AM/PM	AM/PM	

PART II: APPLICANT

Organization Name Mad Arts **Name of Authorized Signatory** _____
☒ For-Profit ☐ Non-Profit ☐ Private (as registered in Sunbiz)
Address: 485 S. Federal Hwy **City, State, Zip:** Dania Beach, FL 33004
Date of registration: _____ **State registered in:** _____ **Federal ID #** _____
Email Address: marc@yeswearemad.com **Phone:** 305 807 8060
Event Coordinator Name Marc Aptakin **Phone:** _____
Title: owner **Phone:** _____ **Cell:** _____
Email address: _____ **Fax:** _____
Additional Contact Name Anna Akumova **Will you be on site?** ☒ Yes ☐ No
Title: Project Manager **Phone:** 786-508-7412 **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.

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: _____ 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 **NA**

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 **NA**

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.):

ass. w/ art piece
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?

Company Name

Contact

Phone

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

Toilets

☒

Yes

☒

No

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

Transportation Plan



Yes



No

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

Inside building

3-city Shuttles to/from City garage

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.

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PART VI: SUBMISSION

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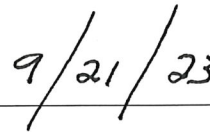
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3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event coordinator will manager security.

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



Date

$\leftarrow US1 \rightarrow$

40/405 S FEDERAL HIGHWAY
COMPOSITE F1
3/32" SCALE

COMPOSITE FIRST FLOOR PLAN

North

PARKING LOT

← PARKING LOT →

EXISTING RESIDENTIAL

Adrien M & Claire B

♀

BAD SPACE GALLERY
1030 MAP
ST. N. 207
LP Rondeau
RÉSONANCES

MadLabs
Holobytes

Employees

OLO creative farm

Theories of brain structure and function

Jaime Reyes + ReThread

SysCallle

20' x 60'
1600 Net

A thousand times forever.

MadLabs

ALABAMA

Richard Vergez

The Light Pours Out of Me

Pours Out of N

WILL GO!
(NOT CURRENTLY AVAILABLE)

NOT CURRENTLY AVAILABLE

Josh Miller & Angela Fraleigh
Sound the Deep Waters

Sound the Neon Waters

Fine Bech Studio
Grow a Light - Grow a Tree

Grow a Light - Grow a Tree

Rosanna Kalis
East Edward

East Forward

MadLabs
Head Projection

Lead Projection

Backyard Exhibits



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: November 14, 2023

To: Mayor A. J. Ryan IV
Vice Mayor Lori Lewellen
Commissioner Joyce L. Davis
Commissioner Tamara James
Commissioner Marco A. Salvino, Sr.

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

Subject: Manager's Report

This past two weeks have been extremely productive as we focus on the sunset of 2023 and commence the new year, our 120th year in 2024.

Our goal has always been to perfect what we do and how we do it. Your support and alignment with our Strategic Master Plan has led to an award-winning budget for the last 3 years and how we prioritize our investment; our taxpayer's dollars. An example of a great investment has been the hiring of a Marketing and Communications Director, as we wanted to augment and enhance how we communicate and engage our residents. Our first bi-annual newsletter, the "Pioneer", is complete and has been delivered to our residents. Many residents have already commented how much they love all the valuable information and the QR codes! I anticipate the "Pioneer" to be an award-winning publication. In the Spring, our second newsletter will be published. Congratulations to our Marketing and Communications Division Director Nannette Rodriguez and our new Public Information Officer Sussette Rodriguez for their remarkable work!

Options for housing is another priority and City Place is moving at a record pace towards completion in early 2024. I have frequent communication with Landmark CEO Fransisco Rojo and his outstanding relationship with our City has resulted in another fantastic opportunity in the College Gardens Community for our City to possibly partner again for another affordable/workforce housing opportunity. He is currently in the process of acquisition. Next month or in January, we will set up one-on-one meetings with all of you to discuss details and your desired vision for this possible partnership.

The State of the City Address scheduled for November 9th is a "sold out" event. This continues to prove that we simply keep raising the bar on ourselves and the good to great philosophy that is part of our culture is the expectation here in Dania Beach! Congratulations to Maxine, the Chair of the SOC Committee and our very talented and committed Department leaders and their teams for planning and executing a truly remarkable event. I am a stickler for details and the "Team" gets it and delivers.

Our second Dania After Dark event is ready to go for November 11th. As we have themed every month, November will always be a tribute to our City's Birthday! One cake has been delivered and adorns the center of our City Hall Plaza. There will be wonderful live music and more selections of food and fun for the entire family! Congratulations to Deputy Parks and Recreation Director Cassi Warren and Special Events Manager Ashley Vlasic for their creative endeavors and delivering on the vision to bring our community together and to cast a wide net and bring visitors to our City. It was a true win/win for our local businesses as well.

November 30th will be our Holiday Extravaganza as we "Light up Dania Beach" and set the tone for a festive holiday season. This amazing event that was a huge success last year promises to be a wonderful winter wonderland and a fun and enjoyable event for all. The event commences at 6:00 p.m. at our City Hall Campus. Thank you, Parks and Recreation, Public Services, Marketing and Communications and our BSO Teams as these events are a total "Team" effort!

Often times our senior "Team" members or I attend local homeowners' association meetings at PJ Meli and/or various locations including our Lions Club. Vice Mayor Lewellen, early on when I was appointed Manager, introduced me to all these groups. This is a wonderful opportunity to have very intimate dialogue with our residents, particularly many who don't come to City Hall or don't have social media. This past Tuesday, November 7th, Parks and Recreation Director Eric Brown visited with the Griffin Civic Association and updated a group of our residents regarding our investment in Parks. Thank you, Eric.

Last week, Broward County Administrator Monica Cepero reached out to me regarding our homeless initiatives as she is looking to further support us and expand proactive initiatives working with Dania Beach, Ft. Lauderdale, Hollywood, and Hallandale Beach. She introduced me to Rebecca, her designated person on this endeavor. On November 7th, Deputy City Manager Candido Sosa-Cruz, Chief Tarala and other key members participated on a conference call. This has now resulted with Rebecca doing a ride along with our homeless outreach team and the County looking closer at our model and future collaboration. Thank you to Chief Tarala and Deputy City Manager Candido Sosa-Cruz for their participation on this endeavor.

As we communicated with you, "Totor" had to leave Dania Pointe for his permanent location. Thank you for allowing us to find an appropriate spot in the epicenter of our Arts and Entertainment District. Coming soon in 2024, with your support of our Mayor's initiative for a new park dedicated to our Veterans at our City Hall Campus, this will become a reality. We wanted to make sure both "Totor" and the Veterans Park could coexist yet have the proper distance and placement and we have achieved the aforementioned.

With the legislative session in full swing and some changes regarding availability of legislators to meet with us, we have had to pivot and now Commissioner Davis and I will be attending all day meetings this coming December 13th in Tallahassee.

Thank you to Commissioner James for hosting her 13th Annual Thanksgiving Turkey drive. This past Monday, November 6th, we met with her, Director Eric Brown, Chief Tarala, Lt. Cooper, and key members of the BSO Team to ensure all the logistics are ready to go for the November 21st drive-thru event at CW Thomas Park.

The 2nd Annual Employee Appreciation Picnic was truly wonderful. Thank you, Commissioner Salvino, for this initiative and supporting our City Team. We are already planning the 2024 employee appreciation event with Commissioner Salvino and our HR Team.

On October 31st, Linda and our amazing HR team planned and executed a Halloween coffee and desert event for our City Team and over 100 employees enthusiastically participated. Thank you, Commissioner Davis, for coming!

On a personal note, I wanted to express my gratitude to Mayor Ryan, Vice Mayor Lewellen, Commissioner Davis, Commissioner James, Commissioner Salvino, Human Resources Director Gonzalez and our senior Team for a truly remarkable birthday this past 24th of October. I will never ever forget your kindness and making me feel so special and appreciated.



Special Magistrate Hearing

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2021-00000579	Active P	H-CONFIRMATION - Confirmation Hearing \$11,700.00	248 SW 16 ST	NASRIN HOMES INC	Anson Westberry
2022-00000317	Active C	H-EXTENSION - Extension Hearing	101 SE 2 ST	POROKU LLC	Anson Westberry
2022-00000500	Active P	H-ABATEMENT - Abatement Hearing \$19,700.00	206 SE 6 ST	DESORMEAUX, KENT J DESORMEAUX, KIP M	Anson Westberry
2022-00001393	Active C	H-EXTENSION - Extension Hearing	450 E DANIA BEACH BLVD	DAGLARIS, ARISTOTELIS DAGLARIS, JOHN	Anson Westberry
2022-00000200	Active P	H-EXTENSION - Extension Hearing	714 SE 3 CT	PAVEL VOLOCHKO	Anson Westberry
2023-00000456	Active C	H-EXTENSION - Extension Hearing	515 NE 2 PL	PALIVETS, ANNA PALIVETS, OLEG	Anson Westberry
2023-00000497	Active C	H-EXTENSION - Extension Hearing	265 S FEDERAL HWY	DIAMOND BRIDGE INTERNATIONAL 1 LLC	Anson Westberry
2023-00000507	Active P	H-EXTENSION - Extension Hearing	24 NE 1 AVE	MODELO PROPERTIES INC	Anson Westberry
2023-00000868	Active C	H-FIRST HEARING - First Hearing	441 SE 3 ST 607	BEATRIZ R GAVILAN REV TR GAVILAN, BEATRIZ R TRSTEE	Anson Westberry
2023-00000880	Active P	H-FIRST HEARING - First Hearing	714 SE 3 CT	VOLOCHKO PAVEL	Anson Westberry
2023-00000950	Active P	H-FIRST HEARING - First Hearing	825 E DANIA BEACH BLVD	HARE KRISHNA DANIA BEACH LLC	Anson Westberry
2023-00001007	Active P	H-FIRST HEARING - First Hearing	434 SE 3 ST	SAILOR INVESTMENTS LLC	Anson Westberry
2023-00001011	Active P	H-FIRST HEARING - First Hearing	1327 S FEDERAL HWY	RHINOZ CORP	Anson Westberry
2023-00001022	Active C	H-FIRST HEARING - First Hearing	945 S FEDERAL HWY	EZRA GROUP LLC	Anson Westberry
2023-00001048	Active P	H-FIRST HEARING - First Hearing	690 NE 1 ST	SCHANDL, EMIL KEN III	Anson Westberry



Special Magistrate Hearing

2023-00001049	Active C	H-FIRST HEARING - First Hearing	241 NE 1 TER	ARANGO, JOSE DESIMONI, JORGE	Anson Westberry
2023-00001050	Active C	H-FIRST HEARING - First Hearing	45 S FEDERAL HWY	KODNER GALLERIES INC	Anson Westberry
2023-00001081	Active P	H-FIRST HEARING - First Hearing	833 NW 9 AVE	GONZALEZ, VANESSA	Anson Westberry
2023-00001102	Active C	H-REPEAT HEARING - Repeat Hearing IRREPARABLE	501 E SHERIDAN ST	WBA PORTFOLIO OWNER FUND IV GALAXY LLC	Anson Westberry
2022-00001545	Active P	H-ABATEMENT - Abatement Hearing IRREPARABLE NOISE \$500.00	5300 SW 40 AVE	MAIMONIDES SHALOM ACADEMY INC	Christina Caserta
2023-00000392	Active C	H-FIRST HEARING - First Hearing	232 NW 14 WAY	DULCIETA PROPERTIES INC	Christina Caserta
2023-00000514	Active P	H-FIRST HEARING - First Hearing	23 NW 1 ST	SOUTH FLORIDA HAITIAN EVANGELICAL BAPTIST CHURCH INC	Christina Caserta
2023-00001073	Active C	H-FIRST HEARING - First Hearing	22 SW 6 AVE	SABA FL PROPERTIES LLC	Christina Caserta
2023-00001083	Active C	H-FIRST HEARING - First Hearing	232 NW 14 WAY	DULCIETA PROPERTIES INC	Christina Caserta
2021-00001454	Active C	H-ABATEMENT - Abatement Hearing \$88,750.00	2051 GRIFFIN RD	2051 GRIFFIN ROAD LLC	Ricky Ali
2022-00000879	Active P	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 102	SNYDER, ORIT	Ricky Ali
2022-00000880	Active P	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 101	KFIR INVESTMENTS LLC	Ricky Ali
2022-00000881	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 103	ZAFIR, MEIR ZAFRI, MICHELLE ALYSE	Ricky Ali
2022-00000882	Active P	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 104	ISLA VERDE 2 CORP	Ricky Ali
2022-00000883	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 105	AFEK MATAN	Ricky Ali
2022-00000885	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 201	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	Ricky Ali
2022-00000886	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 202	OAK OF DE LLC	Ricky Ali



Special Magistrate Hearing

2022-00000889	Active C	H-EXTENSION - Extension Hearing	3265 GRIFFIN RD 206	SNW INVESTMENT LLC	Ricky Ali
2022-00001164	Active P	H-ABATEMENT - Abatement Hearing \$41,400.00	2748 SW 46 CT	2748 SOUTH WEST REALTY LLC	Ricky Ali
2023-00000639	Active C	H-FIRST HEARING - First Hearing	1290 S FEDERAL HWY	PATEL, SHILA N	Michelle Shahryar
2023-00000734	Active C	H-FIRST HEARING - First Hearing	302 SW 2 AVE	BAILEY, DANIEL	Michelle Shahryar
2023-00000758	Active C	H-FIRST HEARING - First Hearing	746 SW 3 ST	HANKERSON, DERRICK N	Michelle Shahryar
2023-00000830	Active C	H-FIRST HEARING - First Hearing	212 SW 2 TER	SIGNORE, PETER ANTHONY III	Michelle Shahryar
2023-00000841	Active C	H-FIRST HEARING - First Hearing	11 N FEDERAL HWY	AKIBA CHARLES & AKIBA ANN FRANCINE	Michelle Shahryar
2023-00000844	Active P	H-FIRST HEARING - First Hearing	221 SW 2 TER	LEOPOLDO GROUP CORP	Michelle Shahryar
2023-00000845	Active C	H-FIRST HEARING - First Hearing	212 SW 11 ST	JULIANNA HOLDINGS LLC	Michelle Shahryar
2023-00000846	Active C	H-FIRST HEARING - First Hearing	713 SW 4 ST	ESCOBAR, MARIBEL	Michelle Shahryar
2023-00000870	Active C	H-FIRST HEARING - First Hearing	614 PHIPPEN RD	DAVIS, KIM	Michelle Shahryar
2023-00000894	Active C	H-FIRST HEARING - First Hearing	830 NW 12 AVE	BUSH, MICHAEL J	Michelle Shahryar
2023-00000946	Active C	H-FIRST HEARING - First Hearing	302 SW 1 AVE	OLIVERO, STEPHANE J	Michelle Shahryar
2023-00000990	Active P	H-FIRST HEARING - First Hearing	720 SW 7 TER	CALVARY RESTORATION MINISTRIES INC	Michelle Shahryar
2023-00000995	Active C	H-FIRST HEARING - First Hearing	PHIPPEN RD	WILEY, MIRIAM B	Michelle Shahryar
2023-00001037	Active P	H-FIRST HEARING - First Hearing	338 SW 4 CT	ASCOT REALTY ACQUISITIONS USA LLC	Michelle Shahryar
2023-00001100	Active C	H-FIRST HEARING - First Hearing	121 STIRLING RD	121 STIRLING LLC	Michelle Shahryar



Special Magistrate Hearing

2023-00001132	Active C	H-FIRST HEARING - First Hearing	214 SW 4 ST	FLITER LLC	Michelle Shahryar
2023-00001188	Active C	H-FIRST HEARING - First Hearing	1470 SW 2 AVE	DANIA REAL ESTATE LLLP	Michelle Shahryar
2023-00001277	Active P	H-REPEAT HEARING - Repeat Hearing 2021-1174 IRREPARABLE	307 W DIXIE HWY	307 W DIXIE LLC	Michelle Shahryar
2021-00000530	Active P	H-ABATEMENT - Abatement Hearing \$27,100.00	206 SE 6 ST	DESORMEAUX, KENT J DESORMEAUX, KIP M	Ricky Ali
2023-00000104	Active P	H-EXTENSION - Extension Hearing	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	Ricky Ali
2023-00000195	Active P	H-EXTENSION - Extension Hearing	5060 SW 43 TER	GOOD'BOUNDY, CHRISTINE E	Ricky Ali
2023-00000745	Active C	H-FIRST HEARING - First Hearing	NW 13 CT	DULCIETA PROPERTIES INC	Ricky Ali
2023-00000748	Active C	H-FIRST HEARING - First Hearing	345 N FEDERAL HWY	S O S LAND CORP #3	Ricky Ali
2023-00000789	Active P	H-FIRST HEARING - First Hearing	5504 SW 43 TER	DAAAM PROPERTIES LLC	Ricky Ali
2023-00000810	Active P	H-FIRST HEARING - First Hearing	5813 SW 40 AVE	MZ & M ENTERPRISES LLC	Ricky Ali
2023-00000877	Active P	H-FIRST HEARING - First Hearing	5530 SW 44 AVE	OSCEOLA, PETTIES C III	Ricky Ali
2023-00000942	Active P	H-FIRST HEARING - First Hearing	SW 45 ST	Hernando, Rodrigo Hernando, Ramiro	Ricky Ali
2023-00000944	Active C	H-FIRST HEARING - First Hearing	SW 31 ST	OVERSEAS COLD STORAGE LLC	Ricky Ali
2023-00001004	Active C	H-FIRST HEARING - First Hearing	4500 SW 42 TER	MIAMI FAMBA 2 CORP	Ricky Ali
2023-00001005	Active P	H-FIRST HEARING - First Hearing	4870 SW 41 AVE	MIRYAM INVESTMENTS LLC	Ricky Ali
2023-00001012	Active P	H-FIRST HEARING - First Hearing	2809 SW 46 ST	URSELLA, HUGO DIEGO	Ricky Ali
2023-00001013	Active C	H-FIRST HEARING - First Hearing	4541 SW 28 TER	TWIN HARBORS PROPERTY MANAGEMENT LLC	Ricky Ali



Special Magistrate Hearing

2023-00001096	Active C	H-FIRST HEARING - First Hearing	4331 SW 52 CT	PATRICK & DULSE ROSEBERRY	Ricky Ali
2023-00001105	Active C	H-FIRST HEARING - First Hearing	3941 SW 51 ST	RUBEN MESA	Ricky Ali
2023-00001116	Active P	H-FIRST HEARING - First Hearing	3251 SW 44 ST 102	APPZO LLC	Ricky Ali
2023-00001280	Active	H-FIRST HEARING - First Hearing IRREPRABALE	405 SE 3 TERR	JUAN JONATHAN GARCIA	Ricky Ali
2018-00000546	Active WS	H-ABATEMENT - Abatement Hearing \$6400.00	1441 NW 10 ST	DAVID KNEZEVICH ANA KNEZEVICH	Christina Caserta
2020-00000061	Active C	H-FIRST HEARING - First Hearing	702 SE 3 CT	JASON KIRKCALDY JAMIE L DIMAURO	Windy Damis
2020-00000377	Active P	H-EXTENSION - Extension Hearing	601 NW 7 ST	ROBERT A MIKES & SHEILA MIKES	Windy Damis
2021-00000116	Active P	H-EXTENSION - Extension Hearing	601 NW 7 ST	MIKES ROBERT A & MIKES SHEILA	Windy Damis
2022-00001481	Active C	H-ABATEMENT - Abatement Hearing \$13,500.00	2604 SW 55 ST	LEVY, BETTY	Windy Damis
2023-00000428	Active P	H-ABATEMENT - Abatement Hearing \$2500.00	2170 SW 51 PL	JSRS 2170 LLC	Windy Damis
2023-00000689	Active C	H-FIRST HEARING - First Hearing	2961 SW 23 TER 2	RATAGAN RND CORP % ALTON DUNCAN	Windy Damis
2023-00000833	Active P	H-FIRST HEARING - First Hearing	5411 SW 24 AVE	5411 REALTY LLC	Windy Damis
2023-00000878	Active P	H-FIRST HEARING - First Hearing	2140 SW 52 ST	COATES, STEPHEN MICHAEL EST	Windy Damis
2023-00001010	Active P	H-FIRST HEARING - First Hearing	2148 SW 52 ST	RUS'S PROPERTY LLC	Windy Damis
2023-00001038	Active C	H-FIRST HEARING - First Hearing	2941 SW 23 TER DEOW	ED BROTHERS BY THE SEA LLC	Windy Damis
2023-00001052	Active P	H-FIRST HEARING - First Hearing	5431 SW 32 TER	INNOVATIVE ESTATE SOLUTIONS LLC	Windy Damis
2023-00001053	Active C	H-FIRST HEARING - First Hearing	5020 SW 29 WAY	CALLAHAN, JOSEPHINE M POWELL	Windy Damis



City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, Florida 33004
November 9, 2023

Special Magistrate Hearing

2023-00001055	Active C	H-FIRST HEARING - First Hearing	2897 LAKESHORE DR	MICHAEL N RUBIN TR AMAR, CLAUDE TRSTEE	Windy Damis
2023-00001056	Active P	H-FIRST HEARING - First Hearing	5581 LAKESHORE DR	LIONEL LAMONTAGNE & PAULINE TREMBLAY	Windy Damis
2023-00001057	Active P	H-FIRST HEARING - First Hearing	5590 LAKESHORE DR	ORTAL SALMAN	Windy Damis
2023-00001144	Active C	H-REPEAT HEARING - Repeat Hearing 2022-1473	4861 SW 26 AVE	IBCR LLC	Windy Damis



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM: Megan Jelaso Revenue Accountant
DATE: November 1, 2023
SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 10/01/23 - 10/31/23

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
ADI GAL	ADI GAL	4851 SW 28 TERRACE # 1-2, DANIA BEACH, FL 33004	(305) 409-1305		10/19/2023	
C SOLUTIONS INC	C SOLUTIONS INC	2890 STATE RD 84 105, Dania Beach, FL 33312	(954) 320-7899		10/04/2023	
CAVENTURE TR	CAVENTURE TR	500 NE 2 ST 325, Dania Beach, FL 33004	(858) 519-8098		10/16/2023	
DANIA SALTY LIFE LLC	DANIA SALTY LIFE LLC	517 NE 2 PL, Dania Beach, FL 33004	(434) 260-4576		10/11/2023	
GASPER ARTS CENTER	250 SOUTH FEDERAL LLC	250 S FEDERAL HWY, Dania Beach, FL 33004	(954) 656-3560		10/18/2023	
GRANDMA'S SECRET	GRANDMA'S SECRET INC	50 E DANIA BEACH BLVD, Dania Beach, FL 33004	(707) 777-9996		10/24/2023	
LUX NEON	SHIRTSY LLC	1782 POINTE BLVD, DANIA BEACH, FL 33004	(954) 661-4310		10/19/2023	
MM SOUTH WEST REALTY LLC	MM SOUTH WEST REALTY LLC	5131 SW 26 AVE, Dania Beach, FL	(347) 570-5484		10/09/2023	
OLD REPUBLIC GENERAL INSURANCE CORPORATION	OLD REPUBLIC GENERAL INSURANCE CORPORATION	0 CITY BUSINESS, Dania Beach, FL 33004	(724) 834-5000		10/03/2023	
RIK & CO LLC	RIK & CO LLC	500 NE 2 ST 209, DANIA BEACH, FL 33004	(305) 494-6973		10/03/2023	
RIVERO GROUP HOMES #6 INC	RIVERO GROUP HOMES #6 INC	434 SE 3 ST, DANIA BEACH, FL 33004	(786) 378-0900		10/17/2023	
SARATOGA CROSSINGS III LTD	SARATOGA CROSSINGS III LTD	840 W DANIA BEACH BLVD, Dania Beach, FL 33004	(954) 404-7117		10/11/2023	
SKYHANGER II CORP	SKYHANGER II CORP	1206 STIRLING RD BAY 5C, DANIA BEACH, FL 33004	(954) 458-7591		10/11/2023	
TRIMARC CONSTRUCTION INC	TRIMARC CONSTRUCTION INC	5553 ANGLERS AVE 116, Dania Beach, FL 33312	(954) 500-0403		10/11/2023	
UNFADED WOODS	AMERICAN WORLD TRADERS	249 S FEDERAL HWY, DANIA BEACH, FL 33004	(347) 439-5151		10/18/2023	
WOOF GANG BAKERY & GROOMING	CANO BUITRAGO ASSOCIATIES LLC	1778 POINTE BLVD, DANIA BEACH, FL 33004	(954) 882-4575		10/23/2023	
DANIA POINTE						
ZEHAVA BARGIG	ZEHAVA BARGIG	4871 SW 24 AVE, Dania Beach, FL	(786) 659-7434		10/16/2023	

Businesses 17

the Parties which itself attached a document titled Allocation Procedures as an exhibit (ECF No. 3370-3, Ex. Q). The Allocation Procedures describe the Claims Forms submission and evaluation process, the Claims Administrator's role in assessing submissions, the various funds to which an Eligible Claimant may apply for recovery, the factors taken into account when calculating allocated awards, the mathematical formulas for applying such factors, and other such principles and guidelines that the Parties agreed shall govern the allocation process. These Allocation Procedures, along with the Settlement Agreement and its other exhibits, were granted preliminary approval by Court Order on August 29, 2023 (ECF No. 3626).

3. On October 20, 2023, the Metropolitan Water District of Southern California ("Metropolitan") and the North Texas Municipal Water District ("NTMWD") – collectively referring to themselves as the "Wholesalers" – filed a motion to intervene for the limited purpose of seeking additional time to obtain clarification about wholesalers' rights and obligations under the Settlement Agreement (ECF No. 3829).

4. Class Counsel and 3M have met and conferred extensively on the issues raised by the Wholesalers. The discussions have resulted in an agreement to supplement the Allocation Procedures with the Parties' Joint Interpretive Guidance on Interrelated Drinking-Water Systems (the "Joint Interpretive Guidance") attached hereto, for the purpose of offering clarity and confirmation on the issues raised by the Wholesalers.

5. A short summary of the clarifications set forth in the attached Joint Interpretive Guidance is as follows:

6. In interrelated-system scenarios where multiple entities that meet the Settlement Class definition are involved in providing drinking water, the Settlement Agreement is applicable

to all such entities and they may – either jointly or individually – submit claims and attempt to recover from the Settlement.

7. One such interrelated-system scenario is where one water system (a “retail customer”) purchases water from another entity (a “wholesaler”). Purchased water is covered by the Settlement and will be taken into account by the Claims Administrator.

8. A central tenet of the Settlement Agreement is a prohibition on double recovery. The Allocation Procedures provide for payments based on Impacted Water Sources. To the extent multiple entities have claims based on the same Impacted Water Source, their allocated award may be apportioned in the manner explained in the Joint Interpretive Guidance.

9. The Settlement Agreement also contains detailed release provisions. Ultimately, whether claims are released turns on the application of these release provisions of the Settlement Agreement to the specific facts relevant to entities’ relationship to each other and to the Impacted Water Source on which their claims are based.

10. Interrelated systems may proceed through the Claims Form submission process in one of three ways: (1) jointly; (2) individually, with documentation describing their relationship and/or responsibility for PFAS treatment costs submitted unilaterally; or (3) individually, with no additional documentation submitted but subject to requests for same by the Claims Administrator.

11. The Joint Interpretive Guidance further confirms the Claims Administrator’s broad discretionary authority to request additional documentation, analyze any and all relevant information, determine a fair and equitable apportionment of allocated awards amongst interrelated systems, and generally ensure an outcome that comports with the principles and terms of the Settlement Agreement.

12. Attached hereto is the Joint Interpretive Guidance intended to supplement the Allocation Procedures to the preliminarily approved Settlement Agreement. Class Counsel and 3M respectfully request that the Court enter an Order accepting the Joint Interpretive Guidance as a supplement to the Allocation Procedures, Ex. Q to the Settlement Agreement.

Dated: October 25, 2023

Respectfully submitted,

/s/ Michael A. London

Michael A. London
Douglas and London PC
59 Maiden Lane, 6th Floor
New York, NY 10038
212-566-7500
212-566-7501 (fax)
mlondon@douglasandlondon.com

/s/ Paul J. Napoli

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de León
San Juan, Puerto Rico 00907
Tel: (833) 271-4502
Fax: (646) 843-7603
pnapoli@nsprlaw.com

/s/ Scott Summy

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219
214-521-3605
ssummy@baronbudd.com

/s/ Elizabeth A. Fegan

Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Drive, 24h Floor
Chicago, IL 60606
312-741-1019
beth@feganscott.com

/s/ Joseph F. Rice

Joseph F. Rice
Motley Rice 28
Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Class Counsel

/s/ Richard F. Bulger

Richard F. Bulger
Daniel L. Ring
Michael A. Olsen
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606
rbulger@mayerbrown.com
dring@mayerbrown.com
molsen@mayerbrown.com

Brian Duffy
Duffy & Young
96 Broad Street
Charleston, SC 29401
bduffy@duffyandyoung.com

Counsel for 3M Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was electronically filed with this Court's CM/ECF on this 25th day of October, 2023, and was thus served electronically upon counsel of record.

/s/ Michael A. London

Michael A. London
Douglas and London PC
59 Maiden Lane, 6th Floor
New York, NY 10038
212-566-7500
212-566-7501 (fax)
mlondon@douglasandlondon.com

MEMORANDUM:**THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON INTERRELATED DRINKING-WATER SYSTEMS**

This memorandum provides guidance on how the Settlement Agreement between Public Water Systems and 3M Company applies in interrelated drinking-water systems where there is not a single entity that draws water from a source, treats the water for any contaminants, and distributes the water to residential customers and other end users. This memorandum uses as its chief example of an interrelated drinking-water system the scenario where one water system (a “retail customer”) purchases water from another entity (a “wholesaler”). The principles set forth here may also apply to other interrelated-system scenarios where more than one entity is involved in providing drinking water.

The Parties will ask the Court to supplement the Settlement Agreement’s Exhibit Q (Allocation Procedures) with this memorandum, with the understanding that the Parties and/or the Claims Administrator also may amend Exhibit A (Claims Form) to reflect the memorandum’s guidance.

BASIC PRINCIPLES

- The Settlement Agreement applies to Public Water Systems that operate as wholesalers. Most wholesalers are registered with the EPA as Public Water Systems¹ and/or fall within the Settlement Agreement’s definition of “Public Water System.”
- Public Water Systems, including wholesalers and their retail customers, are Class Members if they fall within the definition of the “Settlement Class.” A Public Water System is in the Settlement Class if it has previously detected PFAS at any level, is subject to the monitoring rules of UCMR-5, or otherwise falls within the Settlement Class definition.
- Purchased water is covered by the Settlement and will be taken into account by the Claims Administrator under the Allocation Procedures.

¹ In determining the number of people that a wholesaler serves, data from SDWIS’s “Population Served Count” field should be considered for both the wholesaler and related entities such as its customers, as indicated by SDWIS’s “Seller PWS ID” and “Seller PWS Name” fields.

- Consistent with a fundamental precept of the Settlement, the Settlement Agreement provides for one payment for each respective water supply, not a double recovery by both the wholesaler and its retail customer. The payment may be divided between the wholesaler and the retail customer as described below.
- The Settlement Agreement provides the Claims Administrator with sufficient discretionary authority, subject to the Special Master's oversight and authority to decide appeals, to apply the terms of the Settlement Agreement (including its Exhibits) to the unique facts presented by each interrelated drinking-water system, in order to expeditiously allocate and distribute the Settlement Funds among all Qualifying Class Members in a manner that is fair and equitable and accords with the procedures and timing described in the Allocation Procedures. Appeals of the Claims Administrator's decisions regarding apportionment of an award between two or more claimants will be governed by the appeals process described in paragraph 2.72 and section 7 of the Settlement Agreement.
- The Parties recognize that time is of the essence and expect the Claims Administrator and Special Master to act accordingly in applying the Allocation Procedures.

OPERATION OF ALLOCATION PROCEDURES

- In almost all circumstances where a Public Water System purchases water from a wholesaler, both will be in the Settlement Class as to that water. Because the Settlement provides that there will be one amount allocated to that water to avoid double recovery or duplicative allocation, the following principles will apply to dividing the Allocated Amount between the wholesaler and the retail customer:
 - If the wholesaler and the retail customer come to an agreement as to how to divide the Allocated Amount, they should inform the Claims Administrator (either by submitting a Joint Claims Form, as described below, or otherwise).
 - Absent such an agreement, the Claims Administrator will divide the Allocated Amount based on relative capital and O&M costs of PFAS treatment borne by the wholesaler and the retail customer, respectively. The Claims Administrator shall determine how such costs

are “borne” by assessing and taking into account which entity does, or has responsibility for, the PFAS treatment² and, to the extent it is the wholesaler, whether the retail customer paid all or part of the costs indirectly through the purchase price, under the applicable contract, or otherwise.³

- Where the wholesaler opts out (or, hypothetically, is not in the Settlement Class), but the retail customer is in the Settlement Class, the retail customer receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.
- Where the retail customer opts out (or, hypothetically, is not in the Settlement Class), but the wholesaler is in the Settlement Class, the wholesaler receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.

In applying these principles, the Claims Administrator will use information supplied in Claims Forms as described below.

MECHANICS FOR SUBMISSION OF CLAIMS FORMS

Class Members in a wholesaler-retailer relationship will have three options for submitting Claims Forms relating to the purchased water: (1) submit a Joint Claims Form to the Claims Administrator; (2) unilaterally submit other documentation to the Claims Administrator; or (3) do not make any special submission to the Claims Administrator (beyond the individual Claims Form that all Class Members must submit to qualify for payments). The effect of each option will be described next.

Option One:

Submit a Joint Claims Form with Another Class Member

To assist the Claims Administrator in making decisions where two or more Class Members handle the same water, Class Counsel will ask the Claims

² In this memorandum, PFAS “treatment” refers to PFAS treatment, filtration, and remediation, removal of PFAS from water or a system, and any effort to prevent PFAS from entering water or a system.

³ In this memorandum, references to “borne” and “bear” will be interpreted consistent with these principles. In determining whether a retail customer bears the cost of PFAS treatment, the Claims Administrator also may take into account whether the retail customer shows that water was re-contaminated with PFAS after sale by the wholesaler.

Administrator to design a Joint Claims Form that any two (or more) Class Members may submit to provide information to help the Claims Administrator assess relevant claims. The Joint Claims Form will enable the Class Members to explain their relationship and express their joint view about the proper division of an Allocated Amount between them. For example, the Class Members submitting this Joint Claims Form may report on any contractual relationship that dictates (or at least suggests) how payments should be shared. The Claims Administrator ordinarily will adhere to any division of funds that the Class Members jointly suggest in their timely Joint Claims Form, provided the agreement is consistent with the principles and terms of the Settlement Agreement.

The Joint Claims Form is in addition to the other Claims Forms required by the Settlement Agreement, which each Class Member must still submit to obtain payment. In addition, if a wholesaler owns Impacted Water Sources that are independent of and unrelated to the water that it sells to a retail customer, the wholesaler can make independent claims for those Impacted Water Sources. Likewise, if a retail customer draws or collects water from Impacted Water Sources that are independent of and unrelated to the water that it purchases from a wholesaler, the retail customer can make independent claims for those Impacted Water Sources.

Option Two:
Submit Other Documentation Unilaterally

If, for any reason, two or more Class Members that could have submitted a Joint Claims Form do not do so, then the Claims Administrator may consider any relevant documents that either Class Member timely submits to the Claims Administrator. To facilitate the submission and review of such documents, Class Counsel will ask the Claims Administrator to design an Addendum Form to be used by any Class Member submitting such documents. These documents could include, for example, a contract dictating or suggesting how such funding should be shared or at least explaining what responsibility is borne by each Class Member for any capital and/or O&M costs of treating PFAS.

Option Three:
Make No Special Submission

If Class Members that could submit a Joint Claims Form for a specific water supply do not submit such a Form (Option One), and if none of those Class Members submits relevant documentation (Option Two), the Claims Administrator has full discretionary authority to request additional information that he deems necessary

to determine which entity or entities bear the PFAS treatment costs for that water. Absent adequate information about how PFAS treatment costs will be borne, the Claims Administrator may divide an Allocated Amount equally between or among Class Members.

The expectation is that Class Members eligible to file a Joint Claims Form will timely do so, likely rendering unnecessary any request for additional information. Of course, to access funds from the Settlement Agreement, a Class Member also must submit an individual Claims Form and thus become a Qualifying Class Member.

CLARIFICATIONS

Scope of Release

The Settlement Agreement contains detailed release provisions that specify whose claims are released. A core purpose of the release provisions is to prevent double recovery for the same water. In general, by participating in the Settlement, a Class Member releases claims on behalf of itself and its Releasing Parties (as defined in the Settlement Agreement) with respect to the water provided to (or supplied by) the Class Member. In general, if a wholesaler opts out of the Settlement Class and its retail customer is a Class Member, the release would extend to the wholesaler as to the water it provided to the Class Member except to the extent the wholesaler shows it had the obligation for and bore unreimbursed PFAS-treatment costs for that water independent of the retail customer. Ultimately, whether claims are released will turn on the application of the release provisions of the Settlement Agreement to the specific facts relevant to the wholesaler, the retail customer, and their relationship.⁴

Definition of “Water Source”

The Settlement Agreement defines “Water Source” as, among other things, “a groundwater well, surface-water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water.” This definition is intended to be broad and includes any point from which a Public Water System may draw or collect water, regardless of whether the Water Source is owned by a retail customer or by a wholesaler.

⁴ Nothing in this guidance supersedes the provisions of the Settlement Agreement about the States, the federal government, or certain Public Water Systems owned by States or the federal government.

The Settlement Agreement's definition of "Water Source" contains a clause stating that, "[s]olely for purposes of the Allocation Procedures described in Exhibit Q, ... a purchased water connection from a seller that is a Water Source is not a Water Source." The definition of "Water Source" also contains a clause expressly including "the raw or untreated water" that a Public Water System draws or collects from an intake point for distribution as Drinking Water. Those clauses were intended to bar duplicative recovery for the same water. They were not intended, and should not be interpreted by the Claims Administrator, to preclude a retail customer from recovering for water that it purchases from a wholesaler, to the extent that the retail customer bears all or part of the PFAS treatment costs for that water. Nor should the clauses be interpreted to bar two or more Class Members from sharing the Allocated Amount for the water if they both bear part of the PFAS treatment costs for that water.

* * *

Because each interrelated drinking-water system presents unique facts, ultimately the Claims Administrator, under the Special Master's oversight, will need to exercise sound discretion to ensure fair and equitable outcomes that comport with the principles and terms of the Settlement Agreement.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

IN RE: AQUEOUS FILM-FORMING FOAMS	)	Master Docket No.:
PRODUCTS LIABILITY LITIGATION	)	2:18-mn-2873-RMG

CITY OF CAMDEN, et al.,	)	Civil Action No.:
	)	2:23-cv-03230-RMG
<i>Plaintiffs,</i>	)	
	)	
-vs-	)	
	)	
E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a	)	
EIDP, Inc.), et al.,,	)	
	)	
<i>Defendants.</i>	)	

**JOINT MOTION TO SUPPLEMENT THE PRELIMINARILY APPROVED
ALLOCATION PROCEDURES**

1. Plaintiffs, City of Camden, City of Brockton, City of Sioux Falls, California Water Service Company, City of Del Ray Beach, Coraopolis Water & Sewer Authority, Township of Verona, Dutchess County Water & Wastewater Authority and Dalton Farms Water System, City of South Shore, City of Freeport, Martinsburg Municipal Authority, Seaman Cottages, Village of Bridgeport, City of Benwood, Niagara County, City of Pineville, and City of Iuka (collectively, “Plaintiffs”), by and through Class Counsel, along with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company (n/k/a/ EIDP, Inc.) (the “Settling Defendant,” and with Plaintiffs, the “Parties”), move to supplement Exhibit C to the Class Action Settlement Agreement, the Allocation Procedures (ECF No. 4-2, Ex. C) as preliminarily approved by Court Order dated August 22, 2023 (ECF No. 33). The grounds for this motion are as follows:

2. Plaintiffs filed their Preliminary Approval Motion on July 10, 2023. The Preliminary Approval Motion attached as an exhibit, among other items, the Settlement Agreement between the Parties which itself attached a document titled Allocation Procedures as an exhibit (ECF No. 4-2, Ex. C). The Allocation Procedures describe the Claims Forms submission and evaluation process, the Claims Administrator's role in assessing submissions, the various funds to which a Settlement Class Member may apply for recovery, the factors taken into account when calculating allocated awards, the mathematical formulas for applying such factors, and other such principles and guidelines that the Parties agreed shall govern the allocation process. These Allocation Procedures, along with the Settlement Agreement and its other exhibits, were granted preliminary approval by Court Order on August 22, 2023 (ECF No. 33).

3. On October 20, 2023, the Metropolitan Water District of Southern California ("Metropolitan") and the North Texas Municipal Water District ("NTMWD") – collectively referring to themselves as the "Wholesalers" – filed a motion to intervene for the limited purpose of seeking additional time to obtain clarification about wholesalers' rights and obligations under the Settlement Agreement (ECF No.40).

4. Class Counsel and the Settling Defendants have met and conferred extensively on the issues raised by the Wholesalers. The discussions have resulted in an agreement to supplement the Allocation Procedures with the Parties' Joint Interpretive Guidance on Interrelated Drinking-Water Systems (the "Joint Interpretive Guidance") attached hereto, for the purpose of offering clarity and confirmation on the issues raised by the Wholesalers.

5. A short summary of the clarifications set forth in the attached Joint Interpretive Guidance is as follows:

6. In interrelated-system scenarios, where multiple entities that meet the Settlement Class definition are involved in providing drinking water, the Settlement Agreement is applicable to all such entities and they may – either jointly or individually – submit claims and attempt to recover from the Settlement.

7. One such interrelated-system scenario is where one water system (a “retail customer”) purchases water from another entity (a “wholesaler”). Purchased water is covered by the Settlement and will be taken into account by the Claims Administrator.

8. A central tenet of the Settlement Agreement is a prohibition on double recovery. The Allocation Procedures provide for payments based on Impacted Water Sources. To the extent multiple entities have claims based on the same Impacted Water Source, their allocated award may be apportioned in the manner explained in the Joint Interpretive Guidance.

9. The Settlement Agreement also contains detailed release provisions. Ultimately, whether claims are released turns on the application of these release provisions of the Settlement Agreement to the specific facts relevant to entities’ relationship to each other and to the Impacted Water Source on which their claims are based.

10. Interrelated systems may proceed through the Claims Form submission process in one of three ways: (1) jointly; (2) individually, with documentation describing their relationship and/or responsibility for PFAS treatment costs submitted unilaterally; or (3) individually, with no additional documentation submitted but subject to requests for same by the Claims Administrator.

11. The Joint Interpretive Guidance further confirms the Claims Administrator’s broad discretionary authority to request additional documentation, analyze any and all relevant information, determine a fair and equitable apportionment of allocated awards amongst

interrelated systems, and generally ensure an outcome that comports with the principles and terms of the Settlement Agreement.

12. Attached hereto is the Joint Interpretive Guidance intended to supplement the Allocation Procedures to the preliminarily approved Settlement Agreement. Class Counsel and the Settling Defendant respectfully request that the Court enter an Order accepting the Joint Interpretive Guidance as a supplement to the Allocation Procedures, Ex. C to the Settlement Agreement.

Dated: October 25, 2023

Respectfully submitted,

/s/ Michael A. London

Michael A. London
Douglas and London PC
59 Maiden Lane, 6th Floor
New York, NY 10038
212-566-7500
212-566-7501 (fax)
mlondon@douglasandlondon.com

/s/ Paul J. Napoli

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de León
San Juan, Puerto Rico 00907
Tel: (833) 271-4502
Fax: (646) 843-7603
pnapoli@nsprlaw.com

/s/ Scott Summy

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219
214-521-3605
ssummy@baronbudd.com

/s/ Elizabeth A. Fegan

Elizabeth A. Fegan
Fegan Scott LLC
150 S. Wacker Drive, 24h Floor
Chicago, IL 60606
312-741-1019
beth@feganscott.com

/s/ Joseph F. Rice

Joseph F. Rice
Motley Rice 28
Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Class Counsel

/s/ David Brenton Dwerlkotte

David Brenton Dwerlkotte
Shook, Hardy & Bacon L.L.P.
2555 Grand Boulevard
Kansas City, Missouri 64108-2613
Phone: (816) 474-6550
Facsimile: (816) 421-5547
Dbdwerlkotte@shb.com

*Counsel for The Chemours Company and The
Chemours Company FC, LLC, DuPont de Nemours,
Inc., Corteva, Inc., and E.I. DuPont de Nemours and
Company n/k/a EIDP, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was electronically filed with this Court's CM/ECF on this 25th day of October, 2023 and was thus served electronically upon counsel of record.

/s/ Michael A. London

Michael A. London
Douglas and London PC
59 Maiden Lane, 6th Floor
New York, NY 10038
212-566-7500
212-566-7501 (fax)
mlondon@douglasandlondon.com

MEMORANDUM:**THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON INTERRELATED DRINKING-WATER SYSTEMS**

This memorandum provides guidance on how the Settlement Agreement between Public Water Systems and The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. applies in interrelated drinking-water systems where there is not a single entity that draws water from a source, treats the water for any contaminants, and distributes the water to residential customers and other end users. This memorandum uses as its chief example of an interrelated drinking-water system the scenario where one water system (a “retail customer”) purchases water from another entity (a “wholesaler”). The principles set forth here may also apply to other interrelated-system scenarios where more than one entity is involved in providing drinking water.

The Parties will ask the Court to supplement the Settlement Agreement’s Exhibit C (Allocation Procedures) with this memorandum, with the understanding that the Parties and/or the Claims Administrator also may amend Exhibit D (Claims Form) to reflect the memorandum’s guidance.

BASIC PRINCIPLES

- The Settlement Agreement applies to Public Water Systems that operate as wholesalers. Most wholesalers are registered with the EPA as Public Water Systems¹ and/or fall within the Settlement Agreement’s definition of “Public Water System.”
- Public Water Systems, including wholesalers and their retail customers, are Settlement Class Members if they fall within the definition of the “Settlement Class.” A Public Water System is in the Settlement Class if it has previously detected PFAS at any level, is subject to the monitoring rules of UCMR-5, or otherwise falls within the Settlement Class definition.
- Purchased water is covered by the Settlement and will be taken into account by the Claims Administrator under the Allocation Procedures.

¹ In determining the number of people that a wholesaler serves, data from SDWIS’s “Population Served Count” field should be considered for both the wholesaler and related entities such as its customers, as indicated by SDWIS’s “Seller PWS ID” and “Seller PWS Name” fields.

- Consistent with a fundamental precept of the Settlement, the Settlement Agreement provides for one payment for each respective water supply, not a double recovery by both the wholesaler and its retail customer. The payment may be divided between the wholesaler and the retail customer as described below.
- The Settlement Agreement provides the Claims Administrator with sufficient discretionary authority, subject to the Special Master's oversight and authority to decide appeals, to apply the terms of the Settlement Agreement (including its Exhibits) to the unique facts presented by each interrelated drinking-water system, in order to expeditiously allocate and distribute the Settlement Funds among all Qualifying Settlement Class Members in a manner that is fair and equitable and accords with the procedures and timing described in the Allocation Procedures. Appeals of the Claims Administrator's decisions regarding apportionment of an award between two or more claimants will be governed by the appeals process described in the Settlement Agreement at § 8.8.
- The Parties recognize that time is of the essence and expect the Claims Administrator and Special Master to act accordingly in applying the Allocation Procedures.

OPERATION OF ALLOCATION PROCEDURES

- In almost all circumstances where a Public Water System purchases water from a wholesaler, both will be in the Settlement Class as to that water. Because the Settlement provides that there will be one amount allocated to that water to avoid double recovery or duplicative allocation, the following principles will apply to dividing the Allocated Amount between the wholesaler and the retail customer:
 - If the wholesaler and the retail customer come to an agreement as to how to divide the Allocated Amount, they should inform the Claims Administrator (either by submitting a Joint Claims Form, as described below, or otherwise).
 - Absent such an agreement, the Claims Administrator will divide the Allocated Amount based on relative capital and O&M costs of PFAS treatment borne by the wholesaler and the retail customer, respectively. The Claims Administrator shall determine how such costs

are “borne” by assessing and taking into account which entity does or has responsibility for the PFAS treatment² and, to the extent it is the wholesaler, whether the retail customer paid all or part of the costs indirectly through the purchase price, under the applicable contract, or otherwise.³

- Where the wholesaler opts out (or, hypothetically, is not in the Settlement Class), but the retail customer is in the Settlement Class, the retail customer receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.
- Where the retail customer opts out (or, hypothetically, is not in the Settlement Class), but the wholesaler is in the Settlement Class, the wholesaler receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.

In applying these principles, the Claims Administrator will use information supplied in Claims Forms as described below.

MECHANICS FOR SUBMISSION OF CLAIMS FORMS

Settlement Class Members in a wholesaler-retailer relationship will have three options for submitting Claims Forms relating to the purchased water: (1) submit a Joint Claims Form to the Claims Administrator; (2) unilaterally submit other documentation to the Claims Administrator; or (3) do not make any special submission to the Claims Administrator (beyond the individual Claims Form that all Settlement Class Members must submit to qualify for payments). The effect of each option will be described next.

Option One:

Submit a Joint Claims Form with Another Settlement Class Member

To assist the Claims Administrator in making decisions where two or more Settlement Class Members handle the same water, Class Counsel will ask the Claims

² In this memorandum, PFAS “treatment” refers to PFAS treatment, filtration, and remediation, removal of PFAS from water or a system, and any effort to prevent PFAS from entering water or a system.

³ In this memorandum, references to “borne” and “bear” will be interpreted consistent with these principles. In determining whether a retail customer bears the cost of PFAS treatment, the Claims Administrator also may take into account whether the retail customer shows that water was re-contaminated with PFAS after sale by the wholesaler.

Administrator to design a Joint Claims Form that any two (or more) Settlement Class Members may submit to provide information to help the Claims Administrator assess relevant claims. The Joint Claims Form will enable the Settlement Class Members to explain their relationship and express their joint view about the proper division of an Allocated Amount between them. For example, the Settlement Class Members submitting this Joint Claims Form may report on any contractual relationship that dictates (or at least suggests) how payments should be shared. The Claims Administrator ordinarily will adhere to any division of funds that the Settlement Class Members jointly suggest in their timely Joint Claims Form, provided the agreement is consistent with the principles and terms of the Settlement Agreement.

The Joint Claims Form is in addition to the other Claims Forms required by the Settlement Agreement, which each Settlement Class Member must still submit to obtain payment. In addition, if a wholesaler owns Impacted Water Sources that are independent of and unrelated to the water that it sells to a retail customer, the wholesaler can make independent claims for those Impacted Water Sources. Likewise, if a retail customer draws or collects water from Impacted Water Sources that are independent of and unrelated to the water that it purchases from a wholesaler, the retail customer can make independent claims for those Impacted Water Sources.

Option Two:
Submit Other Documentation Unilaterally

If, for any reason, two or more Settlement Class Members that could have submitted a Joint Claims Form do not do so, then the Claims Administrator may consider any relevant documents that either Settlement Class Member timely submits to the Claims Administrator. To facilitate the submission and review of such documents, Class Counsel will ask the Claims Administrator to design an Addendum Form to be used by any Settlement Class Member submitting such documents. These documents could include, for example, a contract dictating or suggesting how such funding should be shared or at least explaining what responsibility is borne by each Settlement Class Member for any capital and/or O&M costs of treating PFAS.

Option Three:
Make No Special Submission

If none of the two or more Settlement Class Members that could submit a Joint Claims Form for a specific water supply submits such a Form (Option One), and

if none of those Settlement Class Members submits relevant documentation (Option Two), the Claims Administrator has full discretionary authority to request additional information that he deems necessary to determine which entity or entities bear the PFAS treatment costs for that water. Absent adequate information about how PFAS treatment costs will be borne, the Claims Administrator may divide an Allocated Amount equally between or among Settlement Class Members.

The expectation is that Settlement Class Members eligible to file a Joint Claims Form will timely do so, likely rendering unnecessary any request for additional information. Of course, to access funds from the Settlement Agreement, a Settlement Class Member also must submit an individual Claims Form and thus become a Qualifying Settlement Class Member.

CLARIFICATIONS

Scope of Release

The Settlement Agreement contains detailed release provisions that specify whose claims are released. A core purpose of the release provisions is to prevent double recovery for the same water. In general, by participating in the Settlement, a Settlement Class Member releases claims on behalf of itself and its Releasing Parties (as defined in the Settlement Agreement) with respect to the water provided to (or supplied by) the Settlement Class Member. In general, if a wholesaler opts out of the Settlement Class and its retail customer is a Settlement Class Member, the release would extend to the wholesaler as to the water it provided to the Settlement Class Member except to the extent the wholesaler shows it had the obligation for and bore unreimbursed PFAS-treatment costs for that water independent of the retail customer. Ultimately, whether claims are released will turn on the application of the release provisions of the Settlement Agreement to the specific facts relevant to the wholesaler, the retail customer, and their relationship.⁴

Definition of “Water Source”

The Settlement Agreement defines “Water Source” as, among other things, “a groundwater well, surface water intake, or any other intake point from which a Public Water System draws or collects Drinking Water.” This definition is intended to be broad and includes any point from which a Public Water System may draw or

⁴ Nothing in this guidance supersedes the provisions of the Settlement Agreement about the States, the federal government, or certain Public Water Systems owned by States or the federal government.

collect water, regardless of whether the Water Source is owned by a retail customer or by a wholesaler.

The Allocation Procedures contain a clause stating that, “[f]or purposes [of] the Allocation Procedures, a purchased water connection from a seller that is a Water Source is not a Water Source.” That clause was intended to bar duplicative recovery for the same water. It was not intended, and should not be interpreted by the Claims Administrator, to preclude a retail customer from recovering for water that it purchases from a wholesaler, to the extent that the retail customer bears PFAS treatment costs for that water. Nor should the clause be interpreted to bar two or more Settlement Class Members from sharing the Allocated Amount for the water if they both bear PFAS treatment costs for that water.

* * *

Because each interrelated drinking-water system presents unique facts, ultimately the Claims Administrator, under the Special Master’s oversight, will need to exercise sound discretion to ensure fair and equitable outcomes that comport with the principles and terms of the Settlement Agreement.



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

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:02 p.m.

Present:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

Certificate of Appreciation to Eric Walton. – *This item was added on by Mayor Ryan.*

Mayor Ryan presented Code Compliance Manager, Eric Walton with a certificate of appreciation for exemplary customer service to the Dania Beach community.

Recognition to Dania Dolphins 6U champs – *This item was added on by Mayor Ryan.*

Mayor Ryan thanked the Parks & Recreation team at C.W. Thomas Park for handling the Dania Beach Dolphins and Dania Beach Cheerleading team. He congratulated the 6U team of the Dania Beach Dolphins for their Super Bowl win over the weekend and also congratulated the 12U and 14U teams.

3.1 Fiscal Year 2022-23 Investment Portfolio Update by Public Trust Advisors - Finance

Deputy Finance Director, Yeimy Guzman introduced John Grady and Rob Bettini of Public Trust Advisors. Mr. Grady and Mr. Bettini provided a presentation on the City's Economic Update and Investment Strategy Review.

3.2 Presentation of Awards to Breast Cancer Survivors - *Sponsored by Commissioner James*

This item was heard before item 3.1

Commissioner James presented awards to the breast cancer survivors.

3.3 Special Event Request - Blue Ridge Tree Farm - *Parks and Recreation*

City Manager Garcia introduced the item.

Vice Mayor Lewellen made a motion to approve. Commissioner James seconded the motion which carried unanimously on voice vote.

3.4 Landscape Master Plan - Griffin Road Design/East of I-95 by Public Services Director, Fernando J. Rodriguez - *Public Services*

Public Services Director, Fernando J. Rodriguez provided a presentation on landscape master plan for Griffin Road and answered questions from the Commission.

3.5 Video of Presentation to Mirabella Bove - Make A Wish Southern Florida – *Sponsored by Commissioner Salvino*

Commissioner Salvino introduced the item, and a video was presented of Mayor Ryan presenting a proclamation to Mirabella Bove.

3.6 Approval of Posthumous Proclamation to City of Miami Gardens Mayor Shirley Gibson - *Sponsored by Commissioner James*

There was consensus to approve the proclamation.

3.7 Approval of Proclamation to BSO Deputy Wilson - *Sponsored by Mayor Ryan*

There was consensus to approve the proclamation.

4. PROCLAMATIONS

4.1 Posthumous Proclamation to City of Miami Gardens Mayor Shirley Gibson – *Sponsored by Commissioner James*

Commissioner James introduced the item and read the proclamation.

4.2 Proclamation to BSO Deputy Wilson - *Sponsored by Mayor Ryan*

Mayor Ryan took this item with item #6 with Chief Tarala's public safety report.

Mayor Ryan read the proclamation.

Commissioner James and Commissioner Davis thanked Deputy Wilson for his hard work and dedication to the city.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia thanked the Parks and Recreation team for putting together the breast cancer event. She thanked Parks and Recreation, Public Services and the Marketing Department for the Dania After Dark Oktoberfest event. There was over 2000 people in attendance. She thanked Captain Tarala and Lieutenant Cooper for keeping the City safe through all of the events. The City is looking forward to the next Dania After Dark event on November 11, 2023. She spoke about the second annual Leadership Summit for senior leaders and said the City is committed to outstanding customer service and being better leaders and service providers each and every day. The City will be holding the Fall Festival on October 27th at C.W. Thomas Park and the entire community is invited to come out. She reported on the second phase of the beautification and landscaping project for the City and a partnership with Nova Southeastern to bring Women's Crew and Rowing to Dania Beach. She reminded everyone of the State of the City event to be held on November 9, 2023, at the Le Meridien Hotel and the Light Up Dania Beach celebration scheduled for November 30, 2023.

5.2 City Attorney

City Attorney Boutsis commented that the social media policy workshop has been moved to January 23rd at 5:00 p.m. and asked for consensus from the Commission. Consensus was received.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of their upcoming CRA and Regular meetings on - November 14, 2023, at 5:30 p.m. and 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent arrests and criminal activity within the City. He gave an update on the speed measurement system placed at SE 2nd Avenue and reported that the data shows there is not a speeding issue in front of Dania Beach Elementary School. He said the homeless gentleman they had previously spoken about is in a 90-day treatment facility. The department will be holding an Active Shooter presentation at Le Meridien; they held Stop the Bleed training for all of the C.O.P.'s and tonight they were at PJ Meli Park for the Halloween event. He said in reference to the ongoing security issues, he is in constant contact with Homeland Security, and they have a detailed incident action plan in place; the plan will be continuing, and the increased patrols will continue.

Fire Chief Pellecer reported on the bi-annual cleaning of the fire gear. He said the department has participated in pre-incident planning where they prepare for structural firefighting; this helps the young firefighters understand the hazards that are associated with each structure. He thanked the Commission for the Safe Air System that was installed and gave an overview of the system and how it works. He commented that seventeen of the fire recruits participated in the Dania Pointe 5k run. The firefighters have continued visiting the schools in the City discussing fire safety with the children.

7. CITIZENS' COMMENTS

The following spoke under public comments:

- Hunter Adak – 101 SE 1st Avenue
- Joanna Granett – 450 SE 7th Street

8. CONSENT AGENDA

Commissioner James made a motion to approve the consent agenda. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

8.1 Minutes: October 10, 2023, City Commission Regular Meeting Minutes

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANTS FUND IN THE AMOUNT OF FIFTY-SIX THOUSAND THREE HUNDRED NINETEEN DOLLARS SIXTY CENTS (\$56,319.60), TO PROVIDE FOR FUNDING FOR SARGASSUM REMOVAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY APPROVING THE WAIVER OF THE COMPETITIVE BIDDING REQUIREMENT FOR CITYWIDE EMERGENCY PUMPING SERVICES WITH KAILAS CORP. IN AN AMOUNT OF SEVENTY- FIVE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$75,336.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR MONTHLY SERVER MONITORING AND SUPPORT SERVICES, INCLUDING ADDITIONAL CONTRACTED SUPPORT FROM LAN INFOTECH, FOR FISCAL YEAR 2023-24, THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING PURCHASES FROM THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF NINE FORD VEHICLES AND TWO PIECES OF HEAVY EQUIPMENT FOR PUBLIC SERVICES, PARKS AND RECREATION, AND THE CODE ENFORCEMENT DIVISION IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS AND TWENTY CENTS (\$656,426.20) FROM BACHRODT FT (DBA PALMETTO FORD) AND DOBBS EQUIPMENT, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEL31.0 AND FSA23-EQU21.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING AN APPLICATION TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION AS PART OF THE COMPLETE STREETS AND OTHER LOCALIZED INITIATIVE PROGRAM AND AUTHORIZING THE CITY OF DANIA BEACH’S APPLICATION TO SECURE FUNDING FOR THE CONSTRUCTION OF WEST 1ST AVENUE-COMPLETE STREET PROJECT ALONG WEST 1ST AVENUE FROM OLD GRIFFIN ROAD TO STIRLING ROAD. *(Community Development)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS:

9.1 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-011 "LIME SLUDGE HAULING AND REMOVAL" AND TO ENTER INTO AN AGREEMENT WITH GOVEA TRUCKING INC. FOR WATER TREATMENT PLANT LIME SLUDGE REMOVAL AND DISPOSAL SERVICES IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance into the record.

Public Services Director, Fernando Rodriguez, introduced the item.

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

9.2 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2023-007, ENTITLED, "STORM SEWER AND SEWER MAIN CLEANING SERVICES" AND TO ENTER INTO AN AGREEMENT WITH KAILAS CORP. AND HINTERLAND GROUP INC. IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THAT THE CONTRACT IS IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Public Services Director, Dincer Ozaydin, introduced the item.

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

10. QUASI-JUDICIAL HEARINGS:

10.1 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE TOWNHOMES COMPLEX SITE PLAN (SP-091-22) AND DESIGN VARIATIONS (OT-78-23, OT-79-23, OT-80-23) APPLICATION FOR PROPERTY OWNER, STARLIFE GROUP, LLC, WHOSE PROPERTY IS LOCATED AT 20 SW 15TH STREET IN THE CITY OF 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)*

City Attorney Boutsis read the title of the ordinance into the record and swore in anyone who may be speaking on the item. She also asked for any disclosures as to the application and there were none.

Deputy Director of Community Development, Corinne Lajoie, introduced the item.

Applicant Gevorg Shahbazyan presented a PowerPoint on their proposal.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the item.

Mayor Ryan asked about the location of the balconies. The applicant responded that they thought the residents would prefer overlooking greenery as opposed to vehicles on US-1.

The motion was seconded by Commissioner Salvino which carried unanimously on voice vote.

10.2 RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THAT THE CITY IS CONSIDERING AN AMENDMENT TO ITS LAND DEVELOPMENT CODE TO ESTABLISH CRITERIA TO IMPLEMENT LIVE LOCAL, FOR THE IMPLEMENTATION OF REGULATIONS RELATING TO FLORIDA STATUTES 420.50872, WHICH ZONING IN PROGRESS SHALL BE APPLIED TO THE CITY'S COMMERCIAL, INDUSTRIAL OR MIXED USE ZONING DISTRICTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the resolution into the record.

Deputy Director of Community Development, Corinne Lajoie, introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

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

11. FIRST READING ORDINANCES

11.1 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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24) AS

APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Public Services Director, Dincer Ozaydin, introduced the item.

Commissioner James asked how long the project will take and Deputy Public Services Director, Dincer Ozaydin responded that it would take approximately 18 months.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

12. SECOND READING ORDINANCES

12.1 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 S NOT TO EXCEED ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000.00) FOR THE PURCHASE OF 148 NORTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

City Attorney Boutsis read the title of the ordinance into the record.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Vice Mayor Lewellen made a motion to approve the ordinance on second reading. The motion was seconded by Commissioner James which carried unanimously on voice vote.

12.2 ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE CITY OF DANIA BEACH TO REZONE PROPERTY LOCATED AT 100 NW 8 AVENUE, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) TO OPEN SPACE (OS) (APPLICATION NO. RZ-074-23), SUBJECT TO CERTAIN RESTRICTIONS; AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE REZONING OF THE PARCEL, AS REFLECTED IN EXHIBIT "B"; PROVIDING FOR

CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record.

Deputy Director of Community Development, Corinne Lajoie, introduced the item.

Mayor Ryan opened the floor to public comments, there being none, public hearing was closed.

Commissioner James made a motion to approve the ordinance on second reading. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

13. DISCUSSION AND POSSIBLE ACTION

13.1 Discussion Regarding New Location for Totor Art Sculpture - *Sponsored by Commissioner Salvino*

Commissioner Salvino introduced the item.

Vice Mayor Lewellen commented that she believes it looks great in its current location, however it's not city property. She would prefer it be on city property and is in favor of it being at City Hall.

Commissioner Davis stated that she is in favor of the sculpture being relocated to City Hall.

Mayor Ryan asked if the dog park would receive any kind of artwork in that area and Commissioner Davis responded that the Public Art Advisory Board will be recommending a program where there will be a rolling roster of artists that could submit art for the Board to consider.

City Manager Garcia said she wanted to ensure the location does not interfere with the Veteran's Park.

Mayor Ryan recommended placing it at the beach or by Tootie Adler Park in a location where it will be visible.

Discussion ensued regarding the possible location of the sculpture.

Commissioner Salvino suggested moving the sculpture to City Hall and purchasing more artwork for the other areas such as the dog park and beach.

There was majority consensus to move the sculpture to City Hall.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis thanked Commissioner James and the Parks & Recreation staff for the breast cancer event this evening at City Hall; she acknowledged Carolyn Jones for her presence and contribution to the event. She commented that the Dania After Dark Oktoberfest was a huge success and the Dania Pointe 5k run was phenomenal. She spoke about the graffiti at the beach and said that she would like to have it thoroughly investigated. She had a great time with Mayor Ryan and Commissioner Salvino at the Greater Fort Lauderdale Alliance event.

15.2 Commissioner James

Commissioner James spoke about the Dania Pointe 5k run and the breast cancer event. She commented that she is hoping that the City will continue with the event in the future as it was here before her and it is very meaningful to so many in the community.

15.3 Commissioner Salvino

Commissioner Salvino spoke about the Greater Fort Lauderdale Alliance event; he wished a happy birthday to City Manager Garcia and Maxine Singh. He commented on the employee picnic, Dania After Dark Oktoberfest and the breast cancer event.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen thanked the City team for making the Commission and City continuously look good, she is looking forward to the Fall Festival at C.W. Thomas Park and wished a happy birthday to City Manager Garcia.

15.5 Mayor Ryan

Mayor Ryan wished a happy birthday to City Manager Garcia, Maxine Singh, and Elora Riera. He reminded everyone of the Fall Festival at C.W. Thomas Park where he will be honoring the Super Bowl and Cheerleading Champions with the Dania Beach Dolphins and encouraged everyone to attend the State of the City event on November 9th. He wished everyone a happy and safe Halloween.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 9:27 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved: November 14, 2023



Public Services

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer A. Ozaydin, Deputy Director/City Engineer

SUBJECT: COMMUNITY SHUTTLE SERVICE - RESOLUTION TO APPROVE THIRD AMENDMENT BETWEEN BROWARD COUNTY AND THE CITY

Request:

The Public Services Department seeks approval of a resolution to execute a Third Amendment to the Interlocal Agreement between the City and Broward County to reflect an increase in the hourly rate for operating the buses utilized by the City's subcontractor, Limousines of South Florida, Inc.

Background:

On January 2021, the Parties executed a First Amendment to the Agreement, which addressed the hourly rate increase per the bid related to ("ITB") #2019-009 authorizing the contract award bid for the operation of the Community Shuttle Service (CSS) to Limousines of South Florida, Inc. As subsequent and second amendment addressed the assignment of two new vehicles to the operation. The current and third amendment is to increase the County's funding to reflect the hourly rate increase based on the BID ITB NO. 2023-004 –"Community Shuttle Transportation Services" bid award via Resolution 2023-061 for the CSS contracted operation, which resulted in an hourly rate increase from \$45.00 per hour to \$68.48 per hour, per Exhibit "F" in the attached amendment

Budgetary Impact

None. The total annual funding increase required to address the hourly rate adjustment is fully funded by Broward County.

Recommendation

It is recommended that the City Commission Approve the resolution to execute the Third

Amendment to the Interlocal Agreement between the City and Broward County.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AN INTERLOCAL AGREEMENT ("ILA") WITH BROWARD COUNTY AND THE CITY OF DANIA BEACH RELATING TO COMMUNITY SHUTTLE BUS TO INCREASE THE FUNDING REQUIRED BY THE HOURLY RATE INCREASE ASSOCIATED WITH THE COMMUNITY SHUTTLE SERVICE OPERATIONS FROM FORTY FIVE DOLLARS (\$45.00), PER HOUR, TO SIXTY EIGHT DOLLARS AND FORTY EIGHT CENTS (\$68.48), PER HOUR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Department awarded BID ITB No. 2023-004-“Community Shuttle Transportation Services” to Limousines of South Florida” via Resolution No. 2023-061; and

WHEREAS, the City Commission authorizes the proper City officials to execute a Third Amendment to the existing ILA between the City and Broward County, which will increase from Forty Five Dollars (\$45.00) to Sixty Eight Dollars and Forty Eight Cents (\$68.48), per hour; a copy of the Third Amendment to the ILA is attached as Exhibit "A", and it is made a part of and is incorporated into this Resolution by this reference.

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

Section 1. That the City Manager and City Attorney are authorized to make revisions to such Amendment as are deemed necessary and proper and in the best interests of the City.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DANIA BEACH
FOR COMMUNITY SHUTTLE SERVICE**

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

RECITALS

A. The Parties entered into the Interlocal Agreement between Broward County and the City of Dania Beach for Community Shuttle Service, dated October 3, 2019 (the "Original Agreement"), to provide for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Original Agreement was amended by a First Amendment, dated January 25, 2021, which modified Exhibit "F" to increase the funding to reflect the rate in the City's agreement with its Subcontractor, and a Second Amendment, dated September 24, 2021, which amended Exhibit "D" to reflect the vehicles that are being utilized for City's agreement with its Subcontractor. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Agreement."

C. The Parties now desire to enter this Third Amendment to increase funding to reflect the latest rate increase under the City's most recent Request for Proposal (RFP).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto 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 Third Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this Third 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. Exhibit F is hereby amended as indicated in the attached Exhibit F.
4. New Sections 11.23 and 11.24 are added to the Agreement as follows (bold/underlining omitted):

11.23 Prohibited Telecommunications Equipment. City represents and certifies that its Subcontractor does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City shall require its Subcontractor to represent and certify that the Subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the Term.

11.24 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, City represents and certifies that City and its Subcontractor will comply with Section 26-125(d) of the Code for the duration of the Term.

5. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third 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 Third 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.
6. Preparation of this Third 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.
7. City acknowledges that through the date this Third Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.
8. The effective date of this Third Amendment shall be the date of complete execution by the Parties.
9. This Third Amendment 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.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, Item 70, and the City of Dania Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

_____ day of _____, 20__

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

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

AJW/hb
City of Dania Beach Community Bus Third Amendment
08/29/2023
#23-114.00

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

CITY

ATTEST:

CITY OF DANIA BEACH

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 20____

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

City Attorney

EXHIBIT "F"

City of Dania Beach Operating Funding

Fiscal Year ~~2021~~ 2023

Community Bus Service - (~~\$45.00/Hour~~ \$68.48/Hour)

East Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:30p	60 min	9.00	258	45.00 <u>68.48</u>	\$104,490.00 <u>159,010.56</u>
1	Saturdays	9:00a-5:30p	60 min	9.00	52	45.00 <u>68.48</u>	\$21,060.00 <u>32,048.64</u>
Route Total							\$125,550.00 <u>191,059.20</u>

West Route

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	9:00a-5:47p	60 min	9.28	258	45.00 <u>68.48</u>	\$107,740.80 <u>163,957.56</u>
1	Saturdays	9:00a-5:47p	60 min	9.28	52	45.00 <u>68.48</u>	\$21,715.20 <u>33,045.71</u>
Route Total							\$129,456.00 <u>197,003.27</u>

Total Annual Funding ~~\$255,006.00~~ 388,062.47

Increase Annual Cost of Amendment ~~\$20797.46~~ 133,056.47



City of Dania Beach
Community Development
Memorandum

DATE: 11/14/2023

TO: 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

SUBJECT: Program for Public Information (PPI) Committee 2022-2023 Annual Evaluation Report

Request:

To approve the City's Floodplain Managements Program of Public Information (PPI) Committees 22/23 Annual Evaluation Report.

Background:

In 2018, The City of Dania Beach improved its Community Rating System (CRS) Class Rating from a Class to a Class 6 Rating which resulted in twenty (20%) percent insurance premium savings for our residents. The CRS is a voluntary National Flood Insurance Program (NFIP) which reduces flood insurance premiums for properties in eligible communities. The program enables property owners in participating communities to purchase insurance protection, administered by the government that are in the Special Flood Hazard Area in a community that participates in the NFIP that adopt adequate land use and control measures with effective enforcement provisions to reduce flood damages by restricting development in areas exposed to flooding.

As part of the City's participation in the NFIP and CRS, the program for Public Information (PPI) Committee must hold at least one meeting annually to discuss the goals and objectives relating to programs for public information and flood insurance promotions. The PPI committee consists of the five members that include, City team members; Nannnette Rodriguez, Marketing and Communications Director, Shanesa Miranda, Permitting Office Supervisor, and other related professionals; Joanna Granett, Lilli Schipper and Nicole Coppock that all work in the city.

The attached annual evaluation report provides the topics discussed at the annual committee meeting and a copy shall be submitted to the Elected Officials for review and approval.

Budgetary Impact

None

Recommendation

The Community Development Department is recommending approval of the City's Floodplain Management PPI Committees 22/23 Annual Evaluation Report.



City of Dania Beach, Florida Program for Public Information (PPI) 2023 Update

Background

The City of Dania Beach has developed an outreach program to educate the community concerning matters pertaining to floodplain management and to highlight its importance to the community.

In October 1993, the City of Dania Beach qualified for the Community Rating System (CRS) Program. CRS is a part of the National Flood Insurance Program (NFIP). It provides reductions to flood insurance premiums in participating communities. The reductions are based on community floodplain management programs, including public information activities. To keep those discounts, communities must continue to implement their programs and provide status reports to the NFIP each year. Since its entrance into the CRS Program, the City has included the dissemination of flood-related information to its residents and businesses.

The City of Dania Beach also values matters of environmental concern. To this end, it has emphasized not only the life and property protection components of floodplain management but also the natural and beneficial functions of floodplains and the maintenance of open space. Furthermore, it continues active compliance with the MS4 program (Municipal Separate Storm Sewer Systems). The MS4 program is part of the US Environmental Protection Agency's efforts to reduce pollution caused by untreated stormwater runoff.

In a concerted effort to enhance its outreach efforts, the City implemented a Program for Public Information (PPI) program, in accordance with the PPI standard outlined in the 2017 CRS Coordinator's Manual. The first PPI Report was initially adopted by the City Commission in 2018 and has since served as the City's guide for enhanced outreach. The City is pleased that its efforts can not only prove beneficial to the Dania Beach community through mitigation of the hazardous effects of flooding, but they can also prove beneficial in maximizing credit in the CRS program. In accordance with the CRS program's requirement that every community's Program for Public Information be updated after 5 years, this report has been developed both to fulfill that requirement and to enhance and update the City's outreach.

PPI Committee

The City's Program for Public Information Committee is composed of key individuals representing applicable departments in the City as well as key community stakeholders representing a range of the City's citizens and businesses. This year, the PPI Committee met two times to develop the Program for Public Information 2023 Update:

- February 15, 2023
- March 8, 2023

This document, which embodies the results of the PPI Committee's work, will serve as the community's guide to implement and expand the effectiveness of dissemination of floodplain management information to its public.

Meetings were held via Zoom. The PPI Committee members include three stakeholders and two City staff members.

City of Dania Beach Stakeholders:

Joanna Granett, Resident Stakeholder As President of the Dania Beach Historical Society and Museum, local Lion's Club member and Dania Beach Improvement Committee Board member, Joanna is an engaged and invested resident who also serves as a member of the Public Art Advisory Board and the Green Advisory Board.

Lilli Schipper, Real Estate Agent at LoKation Real Estate. A native South Floridian, Lilli Schipper is a Broker Associate at LoKation Real Estate with over 19 years' experience working in the South Florida real estate market serving Dania Beach residents. Lilli also serves as the Dania Beach Public Art Advisory Board Co-Chair.

Nicole Coppock, Insurance Agent & Client Advisor at Frank H. Furman Inc. Representing the insurance profession as a licensed agent, with 17 years of experience serving the insurance needs of Dania Beach residents, Nicole Coppock is currently the Assistant Manager at Frank Furman Inc. She has served on the Dania Beach PPI Committee for 1 year.

City of Dania Beach Staff:

Katia Bordy, Public Communications Officer Katia Bordy is an experienced professional in broadcast television (producer, camera operator & video editor), graphic design, multimedia marketing and web development. Ms. Bordy managed the City's communication through a variety of mediums during the development of this PPI.

Moving forward, however, Nannette Rodriguez, the City's Marketing & Communication Director will replace Katia on the Committee:

Nannette Rodriguez, Marketing and Communications Director With over 30 years of municipal communications and marketing experience, Rodriguez leads the communication efforts of this PPI using best practices and effective and proven methods. Rodriguez is also FEMA certified and has served as lead public information officer in multiple emergency operations.

Shanesa Miranda, CRS Coordinator & Permitting Office Supervisor Shanesa Miranda serves as CRS Coordinator for the City of Dania Beach and has been a staff member for 4 years. Her professional experience includes performing supervisory duties for the building division and assisting with enforcement of the Florida Building Code and related regulations that promote safe building standards and practices. Additional responsibilities include coordinating the annual CRS certification with other departments and continuing to improve the City's CRS classification.

CRS Max Consultants, Inc. served as facilitator in the development of the PPI.

Assessment of Public Information Needs

Because the Committee had previously developed a Program for Public Information in 2018, it was able to build upon much of what had already been developed. In its first meeting, the committee began by assessing the community's public information needs pertaining to the local flood hazard.

In the City of Dania Beach intense or prolonged, concentrated rain is the primary cause of localized flooding. Major rainfall events occur in association with hurricanes, tropical storms, and thunderstorms associated with frontal systems. This overabundance of rainfall creates saturated soil conditions, after which additional rain causes surface ponding or an overflow of catchment canals and ponds. This can result in street and yard flooding, which is regarded as nuisance flooding. Flood damage to buildings has historically been significant, as confirmed by the fact that by 2018 there had been 35 Repetitive Loss Properties, and 384 paid flood insurance claims since 1979, of which 8 were classified as "Substantial Damage" claims.

Target Areas:

The committee agreed that, while it is important that the whole community receive public information pertaining to flooding, there are some areas and groups that particularly need to be targeted.

1. Target Area #1: Properties within the Repetitive Loss Areas. Any area that has been subject to repetitive losses from flooding, as defined by the NFIP, needs to be especially targeted for public information. A special outreach project entailing an advisement to the properties in these areas in the City will continue to be undertaken. The four advisements specified in the *2017 CRS Coordinator's Manual* will be included.
2. Target Area #2: Evacuation Zones. Properties located east of Federal Highway within storm surge evacuation zones are deemed to be especially vulnerable because they are not only subject to the flooding events resulting from heavy rain but also from storm surges and tidal events.
3. Target Area #3: Flood-prone Areas in the City. There are several flood-prone areas in the City. The fact that many of the existing homes have low elevations because they were built pre-FIRM contributes to their tendency to flood. Considering this vulnerability, these areas should be recipients of targeted outreach.

Target Audiences:

The committee recognized several additional target audiences, other than those characterized by target areas, which need flood-related information.

1. Target Audience #1: Condominium and Homeowner Associations. Because condominium and homeowner associations typically concern themselves with matters vital to their respective communities, this was determined to be an appropriate target audience.
2. Target audience #2: Banks and Mortgage Companies. Banks and mortgage companies can be especially impacted by flooding because of the fiscal exposure they face. Accordingly, this target audience was determined to be important.
3. Target audience #3: Insurance Agencies. Because insurance agencies are central to the National Flood Insurance Program and because they are in a strong position to encourage flood insurance coverage, the committee identified this as a target group.
4. Target audience #4: Real Estate Agencies. Because real estate agencies are key players in the purchase of properties and can encourage flood insurance coverage, the committee identified this audience as a target group.
5. Target audience #5: New Residents. Most new residents within the City's water service areas, except those in condo communities that provide water service, must establish a new water service account when they also receive a "New Resident" welcome packet. Flood mitigation information can easily and effectively be distributed at that time and possibly through a partnership with the condo associations that provide water for their residents.

Included in the assessment of public information was an assessment of the projects which are already being undertaken both by the various departments within the City and by stakeholders and agencies outside the City. A listing of some of the projects conducted by the City or by others is included in Table 1 below.

Table 1. Other Public Information Efforts			
Organization	Project	Subject Matter	Frequency
City of Dania Beach	Flood hazard brochure	Various hurricane and flood-related topics	Annually in May
City of Dania Beach	Monthly newsletter by email	Various topics	Monthly
City of Dania Beach	Presentations at Parks meetings	Various topics	Several times annually
City of Dania Beach	Handouts and brochures available at various locations	Various flood-related topics	Year-round
City of Dania Beach	Social Media Platforms	Various flood-related topics	Year-round
	Press releases	Various flood-related topics	As needed
	Website	Various flood-related topics	Year-round
	Map inquiry service	Flood hazard areas, Flood Insurance 101, flood protection	Year-round
	MS4 Projects, Swale and Canal Maintenance, Illegal Dumping Signage, etc.	Take care of your storm drain; protect water quality, no illegal dumping	Year-round
Library and Museums	Books and displays	Mitigate flood damage, flood insurance, protect storm water, prevent flooding and other messages as deemed appropriate	Year-round
South Florida Water Management District	Handouts on water flow and stormwater management	Stormwater management	Available year-round
Local TV Stations	Hurricane preparedness publications	Hurricane preparedness	Annually at beginning of hurricane season
Regional network TV and radio stations	Coverage in hurricane season	Preparation for and response to hurricanes and floods	May - November
<i>Local news media</i>	Newspaper	Various topics	Weekly
<i>Local news media</i>	Newspaper (French)	Various topics	Weekly
Florida Power & Light	Hurricane preparedness pamphlet included with monthly bill	Preparation for hurricanes	May

An assessment of flood insurance coverage was also conducted and is discussed later in this report.

Topics, Messages and Outcomes

After assessing the Community's flooding information needs, the PPI Committee identified the following as the priority messages. Each message has a desired, measurable, outcome, as shown in Table 2.

Table 2. Topics, Messages and Desired Outcomes		
Topic	Messages	Outcome
1. Know your flood hazard	1. Call the City of Dania Beach Community Development at 954-924-6805 #1 to find out if a building is located in a Special Flood Hazard Area.	More map information inquiries
2. Insure your property for flood hazard	2.A. Everyone in Florida should purchase a flood insurance policy to protect their building and/or contents. 2.B. Call your insurance agent today to purchase flood insurance.	Increase in the number of flood insurance policies
3. Protect people from the hazard	3.A. Obey evacuation orders from officials. 3.B. Stay away from power lines and electrical wires.	Fewer injuries and fatalities
4. Protect your property from the hazard	4.A. Elevate furniture and other household valuables and electrical appliances or move them to higher floors. 4.B. Staff can offer suggestions and visit your site to offer property protection advice.	Reduced property loss due to flooding
5. Build responsibly	5. Some flood protection methods require a construction permit.	Reduced number of building department citations
6. Protect natural floodplain functions	6. It is everyone's responsibility to protect natural areas and keep them clean.	Improved maintenance of natural areas
7. Be prepared for hurricanes	7. Watch the local weather reports and have extra batteries on hand for a weather radio.	Reduced property loss from hurricanes
8. Maintain your storm drains	8. Oils, lawn clippings, cigarette butts and other substances should never be put down a storm drain.	Reduced street flooding events from clogged storm drains
9. Be prepared for storm surge	9. Know your evacuation zone, route and shelter locations.	Increased evacuation in storm events
10. Drive responsibly	10. Do not drive through flooded roadways.	Reduced flooding damage to vehicles and homes

Outreach Projects to Convey Messages

After determining the messages and their desired outcomes, the committee proceeded to identify outreach projects to convey the messages. The PPI Committee identified 28 projects and initiatives that are recommended to be implemented. Many of the projects have already been established and their continued implementation is recommended. Other projects are specific recommendations of the committee that can be implemented to enhance the current outreach program. Table 7 included at the end of this report, represents a compilation of the recommended projects, complete with the assignment as to who is responsible for implementation and when implementation is anticipated.

One important change in outreach that the PPI Committee determined in its 2023 Update is the implementation of electronic, rather than printed, media to fulfill publicity requirements.

It is noted that effective communications are increasingly conveyed through electronic, rather than through printed, media. Newspapers are being supplanted by news feeds, hardback books are being replaced by electronic books, letters are being replaced by emails. This trend is clear and growing. Considering this movement from print to electronic media, the committee recommends the primary media used by the City for publicity of all required elements be electronic.

Not only does this recommendation result from considerations of effectiveness and efficiency, but there is also an economic component. The printing and postal costs for mailing hard copies of flood-related materials to all the buildings in the community can be expensive. The committee recommends electronic formats, such as emails, social media, website, television, radio and news feeds be the primary means used to publicize the required elements in the CRS program.

At a minimum, the following electronic-based media should be utilized for each one of the publicity requirements:

- Website
- Email blasts
- Social media
- Government Access TV Channel

The PPI Committee has determined that this new approach makes sense from the perspective of effectiveness, efficiency, and economy and recommends this publicity strategy be utilized for all required publicity elements in the CRS program, including:

- Activity 310 – Elevation Certificates
- Activity 320 – Map Information Services
- Activity 360 – Flood Protection Assistance
- Property protection advice (PPA)
- Protection advice provided after a site visit (PPV)
- Activity 370 – Flood Insurance Promotion
- Activity 540 – Drainage System Maintenance
- Activity 610 – Flood Warning and Response

Additional discussion ensued concerning the benefit of utilizing stakeholders to disseminate information. The committee members who are also stakeholders expressed a willingness to assist with dissemination of flood-related information.

Other Public Information Initiatives

In addition to the outreach projects recommended in Table 7 there are other important public information initiatives that are an integral part of the community's CRS program. The PPI Committee acknowledges

the importance of advertising through public information venues the various services that the City offers, some of which are credited in the CRS program under other activities. In particular, the City will advertise the following assistance that it offers:

- **Activity 310 (Elevation Certificates):** The availability of elevation certificates will continue to be advertised in the City's email newsletter, on the City website and advertised in the City flood hazard brochure at least annually.
- **Activity 320 (Map Information Service):** This service continues to be offered. Three CRS map information elements have been identified to maximize points in relation to CRS and will continue to be implemented. This service is advertised in the City flood hazard brochure at least annually and on the City website.
- **Activity 340 (Hazard Disclosure):** The PPI Committee recommends advising real estate agents of the state's hazard disclosure requirement for coastal communities in its annual targeted outreach.
- **Activity 350 (Flood Protection Information):** The PPI Committee noted that the City has an informative website which covers all of the 10 messages chosen by the committee. The website is updated to maximize CRS credit in this item. FEMA publications and locally pertinent documents are cataloged at the Broward County Public Library.
- **Activity 360 (Flood Protection Assistance):** The City continues to offer these services to the community and will advertise the services, including site visits, in the flood hazard brochure at least annually and on the City website.
- **Activity 370 (Flood Insurance Promotion)** The City will offer advice on flood insurance, which will be advertised in the City's flood brochure that will be mailed with a utility bill annually, and on the website.
- **Activity 540 (Drainage System Maintenance):** The "no dumping" regulations will continue to be advertised in the newsletter and on social media, at least annually and on the City website, and in the City flood hazard brochure at least annually.
- **Activity 610 (Flood Warning and Response):** Flood warning and safety information will be advertised to the entire community in the City flood hazard brochure at least annually, and included on the City website and social media

Flood Response Preparations

In addition to projects that are implemented every year, the PPI Committee recommends projects that will be implemented immediately before, during, and after a flood. These projects are ready for reproduction and dissemination after a flood warning. A copy of the Flood Response Preparations (FRP) document was reviewed by Marketing & Communication Director, Nannette Rodriguez. The document is recommended as a toolkit for the City to utilize as deemed most appropriate in the event of a major flood or hurricane event. The projects are briefly described at the end of this PPI in Table 8.

Implementation, Monitoring and Evaluation

Upon adoption of the PPI Report, the various entities listed in Table 7 will begin implementation of the projects included in the PPI. The CRS Coordinator will monitor the projects as they are developed, as well as their results. He/she will record input from PPI Committee members and suggestions from other City employees and stakeholders participating in the activities.

The PPI Committee will meet at least once each year to review the implementation of these projects and initiatives. At that time, the status of the projects will be explained and progress toward the outcomes will be discussed. The committee will review the outcomes of the activities to change, add, or approve them. An evaluation report will then be written and sent by email for approval by the committee. Upon approval it will be sent to the Commission and submitted as part of the City's annual recertification package to the Community Rating System. A review and evaluation of the Flood Insurance Promotion component of the PPI, and the Flood Response Preparations document will be included in this document.

Flood Insurance Promotion

In addition to serving as the City's Program for Public Information Committee, the members chose to function also as its Flood Insurance Promotion Committee. The committee was structured with this purpose in mind; all CRS committee membership requirements are met.

Flood Insurance Coverage Assessment:

Tables 3, 4 and 5 provided helpful information to assess the city's flood insurance coverage.

Table 3: Flood Insurance Coverage Overview:

Insurance Overview			
As of 12/02/2022			
Community:	DANIA BEACH, CITY OF	State:	FLORIDA
County:	BROWARD COUNTY	CID:	120034
Overview	Occupancy	Zone	Pre/Post FIRM
Total by Community		Group Flood Insurance	
Total Number of Policies:	2,566	Total Number of Policies:	0
Total Premiums:	\$1,179,191	Total Premiums:	\$0
Insurance in Force:	\$641,445,500	Insurance in Force:	\$0
Total Number of Closed Paid Losses:	384	Total Number of Closed Paid Losses:	0
\$ of Closed Paid Losses:	\$3,031,246	\$ of Closed Paid Losses:	\$0
Post Firm Minus Rated Policies		Manufactured Homes	
Total Number of Minus Rated Policies:	6	Total Number of Policies:	18
A Zone Minus Rated Policies:	6	Total Number of Closed Paid Losses:	0
V Zone Minus Rated Policies:	0	\$ of Closed Paid Losses:	\$0
ICC		1316	
Total Number of ICC Closed Paid Losses:	0	Number of Properties by Community:	0
\$ of ICC Closed Paid Losses:	\$0		
Substantial Damage Losses			
Number of Substantial Damage Closed Paid Losses:		8	

Table 4: Flood Insurance Coverage by Flood Zone:

Insurance Zone						
As of 12/02/2022						
Community:		DANIA BEACH, CITY OF		State:		FLORIDA
County:		BROWARD COUNTY		CID:		120034
Overview	Occupancy	Zone	Pre/Post FIRM	Saved to this PC		
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
A01-30 & AE Zones	1,432	\$593,049	\$320,557,300	301	\$1,649,803.68	\$214,912.67
A Zones	0	\$0	\$0	0	\$0.00	\$0.00
AO Zones	0	\$0	\$0	0	\$0.00	\$0.00
AH Zones	116	\$114,365	\$32,305,800	32	\$754,972.30	\$103,929.71
AR Zones	0	\$0	\$0	0	\$0.00	\$0.00
A99 Zones	0	\$0	\$0	0	\$0.00	\$0.00
V01-30 & VE Zones	0	\$0	\$0	0	\$0.00	\$0.00
V Zones	0	\$0	\$0	0	\$0.00	\$0.00
D Zones	0	\$0	\$0	0	\$0.00	\$0.00
B, C & X Zone						
Standard	376	\$231,059	\$118,637,000	13	\$9,499.59	\$3,095.00
Preferred	122	\$63,950	\$39,412,000	18	\$229,004.67	\$86,437.25
Total	2,046	\$1,002,423	\$510,912,100	364	\$2,643,280.24	\$408,374.63

Table 5: Flood Insurance Coverage by Occupancy:

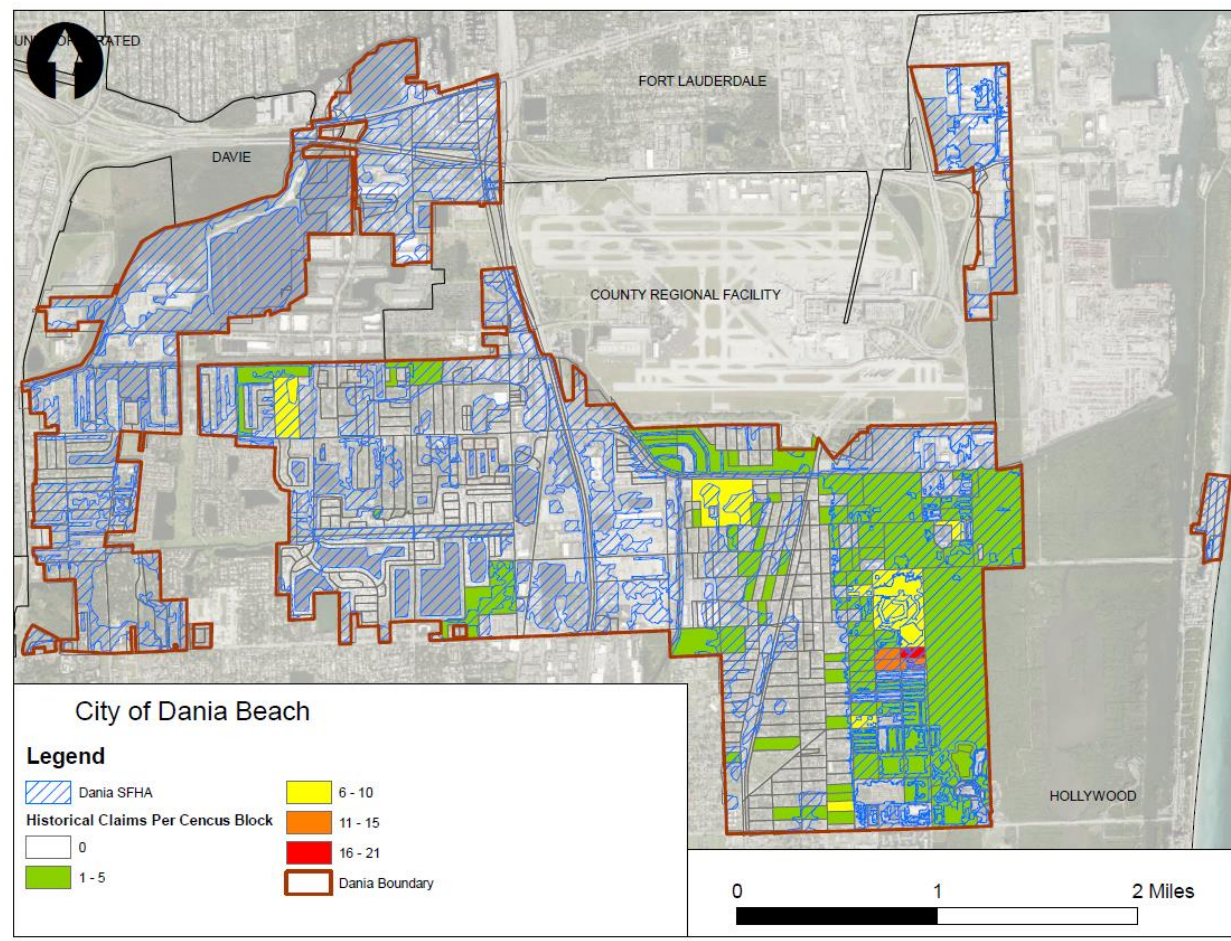
Insurance Occupancy						
As of 12/02/2022						
Community:		DANIA BEACH, CITY OF		State:		FLORIDA
County:		BROWARD COUNTY		CID:		120034
Overview	Occupancy	Zone	Pre/Post FIRM	Saved to this PC		
	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Single Family	1,089	\$610,712	\$301,290,300	271	\$1,710,648.76	\$328,269.41
2-4 Family	125	\$76,183	\$30,498,300	33	\$254,488.12	\$26,536.22
All Other Residential	1,116	\$183,160	\$198,820,200	37	\$284,337.52	\$26,313.42
Non Residential	236	\$309,136	\$110,836,700	43	\$781,771.73	\$128,540.73
Total	2,566	\$1,179,191	\$641,445,500	384	\$3,031,246.13	\$509,659.78

	Policies in Force	Premium	Insurance in Force	Number of Closed Paid Losses	\$ of Closed Paid Losses	Adjustment Expense
Condo	1,082	\$139,694	\$172,081,800	24	\$84,651.99	\$7,100.00
Non Condo	1,484	\$1,039,497	\$469,363,700	360	\$2,946,594.14	\$502,559.78
Total	2,566	\$1,179,191	\$641,445,500	384	\$3,031,246.13	\$509,659.78

Map Flood Insurance Coverage

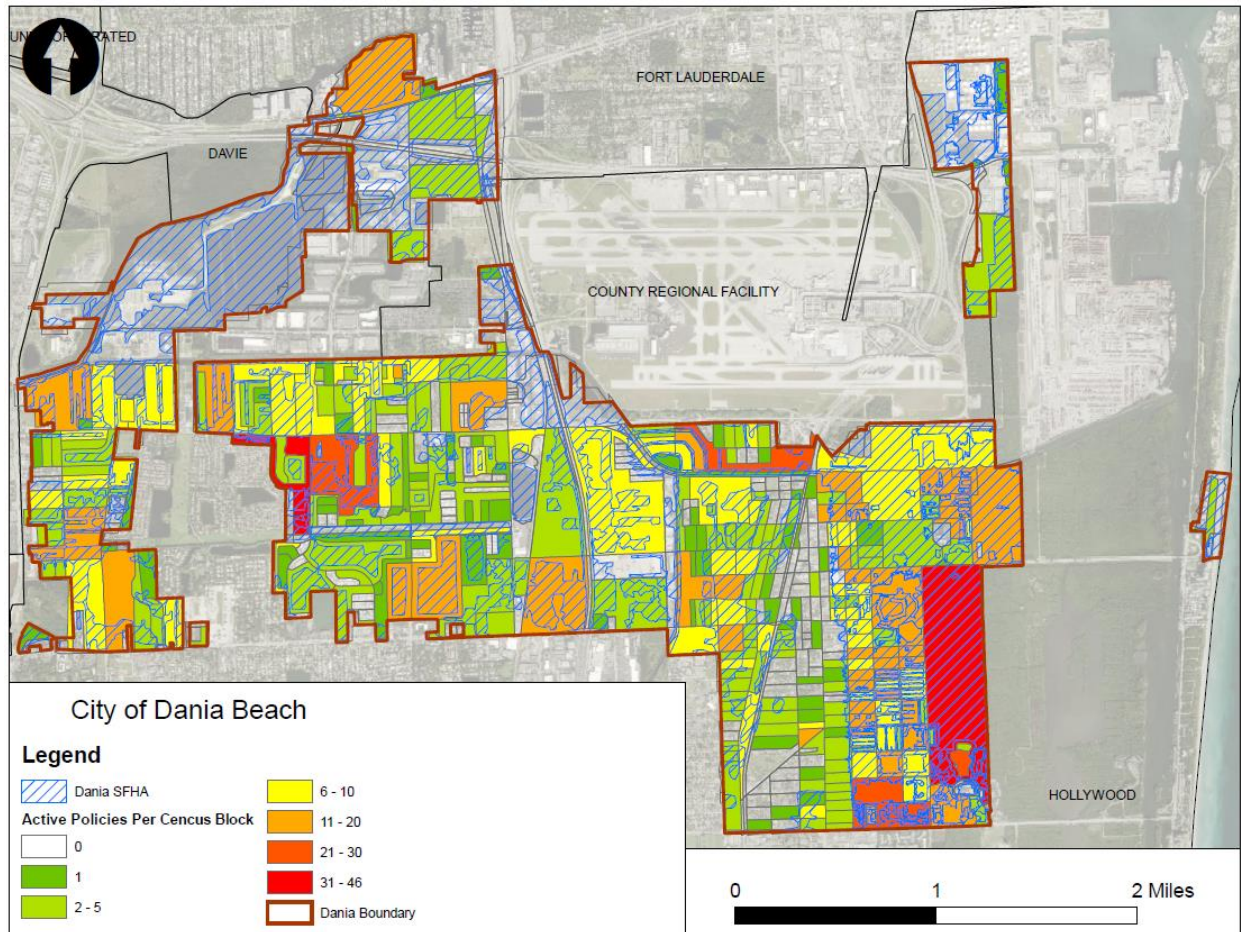
Map 1 below depicts the distribution of all historical flood insurance claims in Dania Beach by census block. The flood insurance claims data, dated January 31, 2017, was provided by FEMA. Care was taken not to violate privacy rights. While this information is not current, it does provide some general perspective that may be helpful in evaluating flood insurance coverage.

Map 1: Distribution of Historical Flood Insurance Claims



With that data the City of Dania Beach developed a map, with a flood zone overlay depicting the flood insurance coverage within the community. The concentration of flood insurance policies in designated areas enables an easy comparison of areas in the community. Discussions with CRS authorities led to the determination that census blocks could form a good unit of evaluation. First, it is a unit available to all communities. Second, the units are typically drawn to cover relatively homogenous populations, which is beneficial in the determination of strategies to increase flood insurance coverage. Finally, the size and number of such units are manageable for a community the size of the City of Dania Beach. A comparison of the concentration of flood insurance policies in each census block helps to gain a clearer understanding of the various factors that determine flood insurance coverage. The map is color coded, enabling a viewer to observe at a glance those areas that have a greater or lesser concentration of flood insurance policies.

Map 2: Policies per Census block



The PPI Committee used these tables and maps to make some helpful assessments of the flood insurance coverage. Discussion ensued as the committee compared the concentrations of flood insurance claims with the concentrations of flood insurance policies.

Following are some of the assessments made:

- There were 2,566 active policies in the community and a total of 384 closed, paid claims.
- Relatively few properties west of I-95 had flood insurance claims.
- Some areas that have the highest concentration of policies do not tend to have the highest concentration of claims.
- The area that had the most concentration of claims did not have a high concentration of policies. Accordingly, the committee identified this area, located in the southeast area of the city, as a target area for flood insurance promotion.

The committee noted that the intensity of flood insurance claims does not tell the complete story of damage resulting from flooding. Because not all properties carry flood insurance, no doubt there is damage that is sustained by those other properties that is not quantified in the NFIP record.

Identification of Target Areas

The committee identified the same target areas as were previously identified in this PPI report.

Target Area #1: Properties within the Repetitive Loss Areas

Target Area #2: Evacuation Zones

Target Area #3: Flood-prone Areas

In addition to these areas, based upon an evaluation of the maps above, for the specific purpose of promoting flood insurance to an area with a noticeably higher concentration of claims but a relatively low concentration of policies, the committee identified an even more focused target area comprised of the following community:

Target Area #4: Area in Southeast bounded by E. Dania Beach Boulevard, SE 5th Avenue, SE 3rd Place and SE 3rd Street

Identification of Target Audiences

The committee identified the same target audiences for flood insurance promotion as were previously identified in this PPI report.

Target Audience #1: Condominium and Homeowner Associations

Target audience #2: Banks and Mortgage Companies

Target audience #3: Insurance Agencies

Target audience #4: Real Estate Agencies

Target audience #5: New Residents

Table 6 below provides a summary of the number of buildings in the respective flood zones in Dania Beach:

Table 6: Buildings in flood zones

Flood Zone	Number of Buildings
AE	1134
AH	1513
VE	0

Narrative Summary

The committee was in agreement that the promotion of flood insurance is a very important message for the Dania Beach community and that it needs to be prioritized. The following assessments were among those made by the committee.

- Several areas in the community were identified by the committee as being particularly vulnerable to flooding and/or lacking in flood insurance coverage. These areas are being specifically targeted for outreach.
- Repetitive loss areas are typically particularly vulnerable to flooding; targeted outreach to these areas is recommended.
- The target areas and audiences that were already identified in the PPI are recommended as target areas and audiences under flood insurance promotion efforts.
- An increase in both building coverage and property content coverage is recommended.
- It was noted that condo coverage is comparable in number to coverage of non-condo properties; the cost for coverage, however, was significantly higher for non-condo properties.

Outcomes of flood insurance promotion efforts should include the following:

- Increasing the number of buildings insured throughout the community, and especially within the target areas
- Increasing the number of properties with contents coverage
- Increasing the number of properties with flood insurance located outside the SFHA.

Coverage Improvement Plan:

Projects Designed to Increase Flood Insurance Participation

Numerous projects have already been identified in the previous sections of this PPI document, including Table 1. Other projects are listed in Table 7; among the topics covered and messages proposed, the promotion of flood insurance is paramount. There are informative brochures in local insurance agency offices, and there are incentives at these offices designed to promote flood insurance. Additionally, this community receives FloodSmart commercials on television. Following are a few of the projects that should be prioritized:

1. Letter from Mayor: One key component of the coverage improvement plan is the letter from the Mayor, or other elected official(s), to all properties in the City encouraging residents and businesses to consider purchasing flood insurance.
2. Outreach to property owners in Target Areas: The committee determined that perhaps the ones who need the message of flood insurance promotion most are the ones most vulnerable to flooding. These will be recipients of several outreach projects.
3. Social media postings: Because the City of Dania Beach has developed effective social media capabilities, this will be implemented to get the flood insurance promotion message out.

Technical Assistance

The City is committed to providing technical assistance pertaining to advising people who have questions about flood insurance. This service is advertised to the entire community in the Flood Hazard Brochure.

Adoption

This document will become effective when it is adopted by the City of Dania Beach Commission. The adoption is anticipated in October 2023.

**Table 7: PPI/Flood Insurance Promotion
Outreach Projects and Initiatives**

Outreach Projects (OP)							
Target Audience	Project #	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
All properties in the City	OP #1	1-10	1-10	City Flood Hazard Brochure	CRS Coordinator	Annually	
	OP #2	1-10	1-10	Handouts and brochures available at various locations	CRS Coordinator	Year-round	
	OP #3	1-10	1-10	Articles in local weekly magazine/ newspaper	Magazine/ newspaper staff	Monthly	Local News Media
	OP #4	1-10	1-10	Articles in local French language magazine	magazine staff	Weekly magazine	Local News Media
	OP #5	1 - 10	1 - 10	Social Media postings of flood information	Public Information Officer	Year-round	
	OP #6	2	2	Flood insurance promotion letter from mayor or other elected official included as part of flood flyer (370)	CRS Coordinator	July	
	OP #7	1 - 10	1 - 10	Public service information and announcements on City Government Access Channel	Public Information Officer	Year-round	
	OP #8	3-4,8-9	3-4,8-9	Hurricane Preparedness Guides Published by Local TV Channels	Local TV Channels	Annually in May	Local TV Channels
	OP #9	3-4, 8-9	3-4, 8-9	Hurricane Preparedness Guide published by local Newspaper	newspaper staff	Annually in May	Local newspaper
	OP #10	6, 8	6, 8	Advisements against clogging storm drains and polluting drainage system (MS4 activities)	CRS Coordinator	Year-round	
	OP #11	1, 6, 8	1, 6, 8	Handouts on water flow and stormwater management	South Florida Water Management District	Available year-round	South Florida Water Management District

Outreach Projects (OP)							
Target Audience	Project #	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
	OP #12	1 - 10	1 - 10	Water bill Inserts	CRS Coordinator	Monthly	
	OP #13	3-4, 7, 9-10	3, 4, 7 and 9	'Code Red' Messages to subscribers	Public Information Officer	As needed for emergencies	
	OP #14	1-10	1-10	Parks Department presentations	Parks Department	Year-round	
	OP #15	1, 4-5	1, 4-5	Property Protection Advice/Site Visits response (Activity 360)	CRS Coordinator	Year-round	
	OP #16	1 - 10	1 - 10	Public Library (Activity 350)	CRS Coordinator	Year-round	
	OP #17	1,6	1,6	Map inquiry service (Activity 320)	CRS Coordinator	Year-round	
	OP #18	1 - 10	1 - 10	City website flood and preparedness information (Activity 350)	Public Information Officer	Year-round	
	OP #19	1 - 10	1 - 10	Hurricane preparedness pamphlet included with monthly bill	Florida Power and Light	May	Florida Power and Light
Homeowner and Condo Associations	OP #20	1-10	1-10	Mailed and/or emailed flood mitigation materials	CRS Coordinator	Year-round	
Flood-prone Areas in the Southeast	OP #21	1-10	1-10	Mailed flood mitigation materials	CRS Coordinator	Year-round	
Evacuation Zones	OP #22	1 - 10	1 - 10	Distribution of flood awareness material	CRS Coordinator	July	
Repetitive Loss Areas	OP #23	1 - 10	1 - 10	Flood awareness information including flood insurance	CRS Coordinator	May – general outreach; followed by flood insurance promotion outreach	

Outreach Projects (OP)							
Target Audience	Project #	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
New residents at times of new water service	OP #24	1 - 10	1 - 10	Flood awareness information handouts	CRS Coordinator	Year-round	
Area bounded by E. Dania Beach Blvd., SE 5th Ave., SE 3rd Pl. & SE 3rd St.	OP #25	2	2	Flood insurance promotion mailing	CRS Coordinator	May	
Banks and mortgage companies	OP #26	1-10	1-10	Flood awareness information mailing	CRS Coordinator	May	
Real estate agencies	OP #27	1-10	1-10	Flood awareness information mailing	CRS Coordinator	May	
Insurance agencies	OP #28	1-10	1-10	Flood awareness information mailing	CRS Coordinator	May	

Table 8: Flood Response Preparations Outreach Projects

FRP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
FRP #1	N/A	1-4; 7-9	1-4; 7-9	Social Media PSAs	Public Information Officer	Before the storm	N/A
FRP #2	N/A	1-4; 7-9	1-4; 7-9	Additional Social Media PSAs	Public Information Officer	Before the storm	N/A
FRP #3	N/A	1-4; 7-9	1-4; 7-9	Email PSAs	Public Information Officer	Before the storm	N/A
FRP #4	N/A	1-4; 7-9	1-4; 7-9	Brochure handouts	Public Information Officer	Before the storm	N/A
FRP #5	N/A	1-4; 7-9	1-4; 7-9	TV/ Radio PSAs	Public Information Officer	Before the storm	N/A

FRP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
FRP #6	N/A	1-4; 7-9	1-4; 7-9	'Code Red' messages	Public Information Officer	Before the storm	N/A
FRP #7	N/A	1-4; 7-9	1-4; 7-9	Newspaper PSAs	Public Information Officer	Before the storm	N/A
FRP#8	N/A	1-4; 7-9	1-4; 7-9	EOC communications	Public Information Officer	Before the storm	N/A
FRP#9	N/A	1-4; 7-9	1-4; 7-9	Social Media PSAs	Public Information Officer	During the storm	N/A
FRP#10	N/A	1-4; 7-9	1-4; 7-9	Additional Social Media PSAs	Public Information Officer	During the storm	N/A
FRP#11	N/A	1-4; 7-9	1-4; 7-9	Email PSAs	Public Information Officer	During the storm	N/A
FRP#12	N/A	1-4; 7-9	1-4; 7-9	Brochure handouts	Public Information Officer	During the storm	N/A
FRP#13	N/A	1-4; 7-9	1-4; 7-9	TV/ Radio PSAs	Public Information Officer	During the storm	N/A
FRP#14	N/A	1-4; 7-9	1-4; 7-9	'Code Red' messages	Public Information Officer	During the storm	N/A
FRP#15	N/A	1-4; 7-9	1-4; 7-9	Newspaper PSAs	Public Information Officer	During the storm	N/A
FRP#16	N/A	1-4; 7-9	1-4; 7-9	EOC communications	Public Information Officer	During the storm	N/A
FRP#17	N/A	1-4; 7-9	1-4; 7-9	Social Media PSAs	Public Information Officer	After the storm	N/A
FRP#18	N/A	1-4; 7-9	1-4; 7-9	Additional Social Media PSAs	Public Information Officer	After the storm	N/A
FRP#19	N/A	1-4; 7-9	1-4; 7-9	Email PSAs	Public Information Officer	After the storm	N/A
FRP#20	N/A	1-4; 7-9	1-4; 7-9	Brochure handouts	Public Information Officer	After the storm	N/A
FRP#21	N/A	1-4; 7-9	1-4; 7-9	TV/ Radio PSAs	Public Information Officer	After the storm	N/A

FRP Number	Target Audience	Message(s) (See Table 2)	Outcome (See Table 2)	Project	Assignment	Schedule	Stakeholder
FRP#22	N/A	1-4; 7-9	1-4; 7-9	'Code Red' messages	Public Information Officer	After the storm	N/A
FRP#23	N/A	1-4; 7-9	1-4; 7-9	Newspaper PSAs	Public Information Officer	After the storm	N/A
FRP#24	N/A	1-4; 7-9	1-4; 7-9	EOC communications	Public Information Officer	After the storm	N/A
FRP#25	N/A	1-4; 7-9	1-4; 7-9	<i>Public Address System</i>	Public Information Officer	After the storm	N/A



Community Development

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

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

SUBJECT: Pledge of support for the Southeast Florida Regional Climate Action Plan.

Request:

The City Commission pledge of support for the Southeast Florida Regional Climate Action Plan

Background:

The southeast Florida region is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including:

- sea level rise
- elevated groundwater levels
- rainfall intensification
- extreme heat
- ocean acidification

These changes present extreme risk to the regional communities, economy, and natural systems. In recognition of the need for immediate, coordinated, and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered the Southeast Florida Regional Climate Change Compact (Compact). The Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region. To continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit

organizations.

The RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region. Local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision. The RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community.

Our regions response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future. There is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity.

To show the City of Dania Beach's support of this effort, by signing on to the Southeast Florida Climate Action Pledge, the City commitments to:

- jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects,
- support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate, and
- utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit

Budgetary Impact

None.

Recommendation

It is recommended that the City Commission support the pledge endorsing the Southeast Florida Climate Action Pledge.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PLEDGING ITS SUPPORT AS A MEMBER OF THE SOUTHEAST FLORIDA LOCAL AND TRIBAL GOVERNMENTS, ENDORSING THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE; AGREEING TO ADVANCE, WITH ITS CO-MEMBERS, THE STRATEGIC CLIMATE ADAPTATION AND MITIGATION PLANNING, PROGRAMS, POLICIES AND PROJECTS; AND ADVANCING THE IMPLEMENTATION OF THE REGIONAL CLIMATE ACTION PLAN AS MAY BE APPROPRIATE FOR THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Southeast Florida is considered one of the most vulnerable areas of the country to the consequences of global climate change, with impacts including sea level rise, elevated groundwater levels, rainfall intensification, extreme heat, and ocean acidification presenting extreme risk to Southeast Florida's communities, economy, and natural systems; and

WHEREAS, in recognition of the need for immediate, coordinated and visionary action to address the impacts of a changing climate and provide for economic and environmental resilience in Southeast Florida, in 2010 the counties of Broward, Miami-Dade, Monroe, and Palm Beach (Compact Partners) entered into the Southeast Florida Regional Climate Change Compact (Compact); and

WHEREAS, the Compact has been an international model for regional collaboration on climate action, with development of key tools, resources, and a Regional Climate Action Plan to expedite and harmonize efforts in support of 111 local and tribal governments across the four-county region; and

WHEREAS, to continue these efforts, the third iteration of the Regional Climate Action Plan (RCAP 3.0) was undertaken in 2022, through a collaborative process involving more than 150 subject matter experts representing public and private sectors, academic institutions, and not-for-profit organizations; and

WHEREAS, the RCAP 3.0 is voluntary framework designed to align, guide, and support the acceleration of local and regional climate action in Southeast Florida toward a shared vision of a low-carbon, healthy, prosperous, more equitable, and more resilient region; and

WHEREAS, local and tribal governments have individually demonstrated significant climate leadership, and the RCAP supports the alignment of these individual local efforts with the regional framework and vision; and

WHEREAS, the RCAP does not provide a mandate, but rather serves as a voluntary guidance document that local and tribal governments can adopt and utilize in a manner that reflects their unique context, priorities, and vision for the future of their community; and

WHEREAS, our response to the climate crisis represents an opportunity to build more resilient, livable, equitable communities; bolster regional economic security and advance vibrant, low-carbon innovation economies; and deliver resilient infrastructure that meets community needs now and into the future; and

WHEREAS, there is power in the collective action of counties, municipalities, and tribal governments in jointly developing, advancing, and advocating for mutually beneficial regional, state, and national climate and energy strategies, policies, regulations, and agreements that are consequential to Southeast Florida's shared resilience and prosperity; and

WHEREAS, the City of Dania Beach, along with all local and tribal governments throughout Broward, Miami-Dade, Monroe, and Palm Beach counties, are invited to sign on to the Southeast Florida Climate Action Pledge; and

WHEREAS, the City of Dania Beach desires to sign onto the Southeast Florida Climate Action Pledge.

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

Section 1. **Recitals.** That the above recitals are true and correct and are incorporated by this reference.

Section 2. **Pledge.** The City adopts the Southeast Florida Climate Action Pledge, which is attached and incorporated by reference as Exhibit A to this resolution.

Section 3. **Effective Date.** That this Resolution shall become effective 10 days after adoption.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

CITY OF DANIA BEACH'S ADOPTION OF THE SOUTHEAST FLORIDA CLIMATE ACTION PLEDGE

Section 1. The City of Dania Beach pledges to jointly advance strategic climate adaptation and mitigation planning, programs, policies, and projects.

Section 2. The City of Dania Beach pledges to support the implementation of the RCAP 3.0 through integrating its recommendations and strategies into existing and future relevant planning, program, policy, and project development as appropriate.

Section 3. The City of Dania Beach pledges to utilize and integrate tools and resources developed by the Compact, as appropriate, in climate action planning and implementation, including application of the Regionally Unified Sea Level Rise Projection, participation in the Compact Climate Assessment Tool (C-CAT), and engagement in Compact events including RCAP Implementation Workshops and attendance at the Annual Climate Leadership Summit.



Finance

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Resolution amending the fiscal year 2022-23 budget providing for additional funding appropriations in the General Fund

Request:

The Finance Department requests approval of a Resolution amending the fiscal year 2022-23 budget providing for additional funding appropriations in the General Fund.

Background:

The Finance Department recommends approval of a budget amendment for the receipt and expenditure of additional Chapter 175 Premium Insurance Tax Funds and Flood Insurance proceeds.

Firefighter Pension Supplement

Each year, the City receives surplus Insurance Premium Tax funds that must be remitted to the Firefighters' Pension Trust Fund and Municipal Police Officers' Retirement Trust Fund under Florida Statutes Chapter 175. The amount is not known until it is received and therefore, is not budgeted. For fiscal year 2023, the City received an additional sum of \$125,481.21 for the Firefighters Pension, which must be remitted to the pension fund within five days of receipt. Therefore, payment must be made before the budget can be amended.

Flood Insurance Proceeds

The City suffered a tremendous flood in April 2023, which resulted in damage to a number of the City's facilities. The City directly received Flood Insurance proceeds for the repairs in fiscal year 2023 for damage to the I.T, Parker and Public Services buildings. The receipt and expenditure of insurance proceeds requires a budget amendment.

Budgetary Impact

Upon approval of the Resolution, the following budget amendment will be posted:

General Fund Appropriations

Sources of Funds

Fire Chapter 175 Pension Supplement	001-00-00-312-51-00	\$ 125,482.00
Insurance Reimbursements	001-00-00-369-91-01	<u>\$ 201,103.00</u>
Total Sources of Funds:		\$ 326,585.00

Uses of Funds

Fire – Pension Supplement	001-22-01-522-22-12	\$ 125,482.00
Transfer to Capital Projects Fund	001-18-00-519-91-35	\$ 81,581.00
I.T Parker-Repairs & Maint. Bldgs	001-72-04-572-46-40	\$ 33,229.00
Public Services- Repairs & Maint. Bldgs	001-39-01-539-46-40	<u>\$ 86,293.00</u>
Total Uses of Funds:		\$ 326,585.00

Recommendation

Approve the Resolution amending the fiscal year 2022-23 budget providing for additional funding appropriations in the General Fund

RESOLUTION NO 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR AN AMENDED BUDGET APPROPRIATION FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 27, 2022, the City Commission of the City of Dania Beach adopted a City-wide budget for Fiscal Year 2022-23; and

WHEREAS, on October 10, 2023, the City Commission of the City of Dania Beach approved an amendment for the Fiscal Year 2022-23 budget pursuant to Resolution No. 2023-126, which included an amendment from funds received from the State of Florida for the Chapter 175 Fire Fighter Pension Supplement and insurance proceeds for repairs at the City's Marina; and

WHEREAS, the City Administration's end-of-year review of City operations through September 30, 2023, projects an estimated need for additional funding appropriations in the General Funds also related to additional funds received from the State, for Chapter 175 Fire Fighter Pension Supplement and money received from flood insurance for consideration by the City Commission and is attached as Exhibit "A", which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City seeks an amendment to the appropriated budget to include the state funds for the Fire Fighter Pension Supplement and Flood insurance payments received; and

WHEREAS, in accordance with Florida Statutes 166.241, a public hearing has been publicly noticed and conducted prior to consideration of the proposed budget amendment.

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 hereby amends the budget as shown in Exhibit "A", which is attached and made a part of this Resolution by this reference.

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

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

END OF YEAR BUDGET AMENDMENT FOR FY2022-23

General Fund Appropriations

Sources of Funds

Fire Chapter 175 Pension Supplement	001-00-00-312-51-00	\$ 125,482.00
Insurance Reimbursements	001-00-00-369-91-01	<u>\$ 201,103.00</u>
Total Sources of Funds:		<u>\$ 326,585.00</u>

Uses of Funds

Fire – Pension Supplement (State Reimbursement)	001-22-01-522-22-12	\$ 125,482.00
Transfer to Capital Projects Fund	001-18-00-519-91-35	\$ 81,581.00
I.T Parker-Repairs & Maint. Services Buildings	001-72-04-572-46-40	\$ 33,329.00
Public Services- Repairs & Maint. Services Buildings	001-39-01-539-46-40	<u>\$ 86,293.00</u>
Total Uses of Funds:		<u>\$ 326,585.00</u>

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Nov 01, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

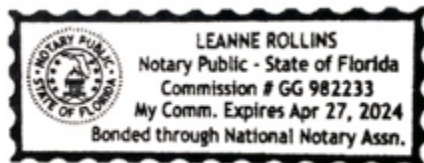


Signature of Affiant

Sworn to and subscribed before me this: November 02, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov, emcclendon@daniabeachfl.gov, djennings@daniabeachfl.gov
7521965

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING
ADOPTION OF BUDGET AMENDMENT:**

NOTICE IS GIVEN that on November 14, 2023 at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider adoption of the following Resolution that will increase total budget appropriations of one or more of its operating funds:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR AN AMENDED BUDGET APPROPRIATION FOR FISCAL YEAR 2022-2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the 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.

/s/ Elora Riera, MMC
City Clerk
11/1/2023 7521965

Order # - 7521965



City Attorney

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Eve Boutsis, City Attorney

SUBJECT: Interlocal Agreement with Broward County Pertaining to Film Permits

Request:

The City Administration is requesting approval of the attached Interlocal Agreement with Broward County relating to film permits.

Background:

To make Dania Beach and Broward County a more desirable destination for film, television, and other entertainment productions ("Productions"), the City and County believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions. Sections 20-261, et seq., Broward County Code of Ordinances ("Film Permit Ordinance"), authorizes the County to enter into interlocal agreements with municipalities (each a "Participating Municipality") whereby the Broward County Film Commission ("Film Commission") will act as a "one-stop shop" for Productions to apply for and obtain film permits.

The City desires to engage County to perform film permitting services on its behalf in accordance with the terms of this Agreement. The ILA includes Exhibit A, which is the City's additional procedures for filming permits, which provides:

1. That all film permit requests to be processed through the Broward County Film Commission Office. The complete film permit and Certificate of Insurance should be submitted a minimum of five working days before the scheduled shoot date.
2. Broward County Film Commission Office will submit all film permitting application requests and Certificate of Insurance to Film Liaison, Christine Lottier, Executive Assistant to the City Manager, clottier@daniabeachfl.gov, 954-924-6800 x 3606.
3. The film application will be routed to the following City of Dania Beach departments/divisions for review and comments. Each department/division will determine the necessary requirements.

- (a) Code Compliance/Beach Ranger Division

- (b) Parks and Recreation Department
 - (c) Broward Sheriff's Office Law Enforcement Department
 - (d) Broward Sheriff's Office Fire Rescue Department
 - (e) Building Official/Building Division
4. Requests for filming at the Dania Beach Pier. If approved the production company is to pay the standard entrance fee for each cast/crew member that enters the Pier. The production company does not have exclusive use of the Pier. Intermittent patron stoppage only.
 5. Parking fees will be charged for filming at the Dania Beach Municipal beach parking lot. The production company will pay for each parking space occupied by using the PayByPhone application. For large-scale productions the Beach Ranger Division will work with the production company to determine the number of parking spaces needed. The production company will pay the required parking fees in advance to the City of Dania Beach prior to the shoot date.
 6. If off-duty detail is requested, the production company will work directly with Broward Sheriff's Administration Office to secure and pay for the detail.
 7. Production company will work directly with Broward Sheriff's Fire Rescue Division for all required inspections/fees.
 8. The City of Dania Beach does not allow filming at the beach on Saturday or Sunday, Monday – Friday only.

Budgetary Impact

The cost to the City should be minimal, and the film permit applicant would be responsible for any BSO services to secure the area.

Recommendation

The City Administration recommends approval to authorize the execution of the ILA by the appropriate elected officials.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY FOR FILM PERMITTING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to make the City of Dania Beach and Broward County a more desirable destination for film, television, and other entertainment productions (“Productions”), the City and County believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions; and

WHEREAS, Sections 20-261, et seq., Broward County Code of Ordinances (“Film Permit Ordinance”), authorizes the County to enter into interlocal agreements with municipalities (each a “Participating Municipality”) whereby the Broward County Film Commission (“Film Commission”) will act as a “one-stop shop” for Productions to apply for and obtain film permits; and

WHEREAS, the City desires to engage with the County to perform film permitting services on its behalf in accordance with the terms of this Agreement; 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 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 Interlocal Agreement (ILA) between Broward County and the City of Dania Beach relating to Film Permitting, in substantially the form attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

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

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR FILM PERMITTING

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

RECITALS

A. To make Broward County a more desirable destination for film, television, and other entertainment productions ("Productions"), County and Municipality believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions.

B. Sections 20-261, et seq., Broward County Code of Ordinances ("Film Permit Ordinance"), authorizes County to enter into interlocal agreements with municipalities (each a "Participating Municipality") whereby the Broward County Film Commission ("Film Commission") will act as a "one-stop shop" for Productions to apply for and obtain film permits.

C. Municipality desires to engage County to perform film permitting services on its behalf in accordance with the terms of this Agreement.

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

ARTICLE 1. DEFINITIONS

All defined terms in Sections 20-261 through 20-265 of the Film Permit Ordinance shall have the same meanings when used in this Agreement.

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

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

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Film Commissioner, or such other person as designated by the Film Commissioner in writing.

1.5. **County Administrator** means the administrative head of County appointed by the Board.

1.6. **Municipal Film Permit** means a film permit issued by County on behalf of Municipality for a Production to engage in filming activities on Specified Property located within Municipality.

1.7. **Specified Property** means property that is owned or controlled by Broward County or by a Participating Municipality, including but not limited to a building, structure, facility, roadway, right of way, or other real property; and any other property for which Broward County or a Participating Municipality requires a permit for a Production.

ARTICLE 2. SCOPE OF SERVICES

2.1. Purpose. During the Term (as defined herein), County, through its Film Commission, on behalf of Municipality, shall receive applications for and issue Municipal Film Permits in accordance with the Film Permit Ordinance and this Agreement.

2.2. Guidelines. In addition to the requirements stated in the Film Permit Ordinance, Municipality's specific Municipal Film Permit Guidelines ("Guidelines"), which are attached to this Agreement as **Exhibit A**, shall govern the issuance of Municipal Film Permits. Municipality may amend these Guidelines at any time during the Term with at least thirty (30) business days' advance written notice to the Contract Administrator. Any Municipal Film Permit application received by County prior to the effective date of Municipality's notice to County of a change to the Guidelines shall continue to be processed under the Guidelines in effect. If County believes Municipality's requested change to the Guidelines may subject County to potential claims or liabilities (e.g., potential constitutional or civil rights liability), County shall have the right to reject the change, or applicable portion thereof, to the Guidelines after providing Municipality with written notice of same. Unless Municipality provides written notice to County objecting to County's rejection within seven (7) business days after receipt of notice from County, County may proceed to process applications and issue Municipal Film Permits in accordance with the amended Guidelines, excluding any portion thereof rejected by County pursuant to this section. If Municipality timely objects to County's rejection regarding a changed Guideline, and the Parties cannot resolve their disagreement within ten (10) business days after Municipality provides County notice of its objection, County may, at its option, immediately terminate this Agreement by giving written notice to Municipality of such termination.

2.3. Specified Property Photos. Municipality may provide County photographs of Specified Property areas or facilities that Municipality wishes to promote for the use of film production. If so provided, County agrees to make this material available to applicable Productions.

2.4. Municipal Approval/Rejection of Application. County, upon receipt of a properly completed Municipal Film Permit application, shall forward the permit application to Municipality for Municipality's review and approval. Municipality, in its sole discretion, shall direct County to approve or reject the Municipal Film Permit application. County shall not issue a Municipal Film Permit unless and until Municipality provides written approval of the Municipal Film Permit application. Municipality's indemnification obligations under Article 5 of this Agreement include any Claim (as defined in Article 5) relating to Municipality's lack of approval of a Municipal Film Permit or Municipality's direction to County to not issue a Municipal Film Permit.

2.5. Municipal Fees/Charges; Collections. Municipality shall inform County of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County shall advise applicants of those fees and charges. Municipality will be solely responsible for the billing and collection of any Municipal Film Permit fees or charges assessed for a Production's use of Specified Property, and County is not liable for any such charges if unpaid. County shall not issue a Municipal Film Permit for a Production until Municipality provides the Contract Administrator written notice that the Production has paid all required permit fees, administrative costs, and any Special Services fees.

2.6. Copy of Permit. Upon County's issuance of a Municipal Film Permit, the Contract Administrator shall provide the Municipal Liaison (as defined in Section 6.1, below) with a copy of such permit, including all special terms and conditions associated therewith.

2.7. No Management or Oversight of Production. Upon issuance of a Municipal Film Permit, County shall have no management or oversight responsibility regarding the Production's activities. If Municipality determines that the Production is not complying with, or has failed to comply with, any provision of the Guidelines, the Film Permit Ordinance, or the Municipal Film Permit, Municipality shall notify the Contract Administrator in writing regarding such matters and County, through the Contract Administrator, in their sole discretion, may elect to suspend or revoke the Production's Municipal Film Permit in accordance with the Film Permit Ordinance.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue for a period of one (1) year after the Effective Date ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each an "Extension Term"), unless earlier terminated in accordance with this Agreement. The Initial Term and Extension Term(s) are collectively referred to as the "Term."

3.2. Termination. Either Party may terminate this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination. Notwithstanding any termination of this Agreement by either Party, all Municipal Film Permits issued by County for Specified Property prior to the effective date of such termination shall remain valid and be honored by Municipality. The Contract Administrator is authorized to terminate this Agreement on behalf of County.

ARTICLE 4. GOVERNMENTAL IMMUNITY; MUNICIPALITY INDEMNIFICATION OF COUNTY; HOLD HARMLESS

4.1. Sovereign Immunity. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included in this Agreement be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.2. Indemnification. To the greatest extent permitted under Florida law, Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by: (a) utilization of Municipality's Guidelines in connection with the issuance or rejection of any Municipal Film Permit (including, without limitation, any alleged unconstitutionality or illegality of such Guidelines); (b) any breach of this Agreement by Municipality; (c) any negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement; or (d) a Production's use of Specified Property or a Production's failure to comply with the terms and conditions of a Municipal Film Permit (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

ARTICLE 5. INSURANCE

County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, and, upon request by Municipality, shall provide Municipality with written verification of liability protection in accordance with state law. If Municipality is a self-insured governmental entity, it shall, upon request by County, provide County with written verification of liability protection in accordance with state law. If Municipality is not self-insured, Municipality shall maintain throughout the Term any and all policies of insurance as may be requested by County, in amounts determined by County in its reasonable discretion, necessary to satisfy Municipality's indemnification obligations stated in this Agreement.

ARTICLE 6. MISCELLANEOUS

6.1. Contract Administrator Authority; Municipal Liaison. The Contract Administrator is authorized to coordinate and communicate with Municipality in connection with the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement. Municipality shall appoint a representative to act as liaison ("Municipal Liaison") to the Film Commission. The Municipal Liaison will coordinate with the Contract Administrator regarding Municipal Film Permit applications received by County for use of Specified Property located in Municipality by Productions, and shall manage the use of such Specified Property by the Production after the Municipal Film Permit is issued by County.

6.2. Public Records. Each of the Parties is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will

provide any responsive public records so as to enable the Party that received the public records request to respond as required.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING: FOR MUNICIPALITY INQUIRIES TO COUNTY: (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S ANREWS AVENUE, ROOM A680, FORT LAUDERDALE, FLORIDA 33301. FOR COUNTY INQUIRIES TO MUNICIPALITY: CHRISTINE LOTTIER, EXECUTIVE ASSISTANT TO THE CITY MANAGER, (954) 924-6800 EXT. 3606, CLOTTIER@DANIABEACHFL.GOV, 100 WEST DANIA BEACH BLVD, DANIA BEACH, FLORIDA 33004.

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

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

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

FOR COUNTY:

Broward County Office of Economic & Small Business Development
Attn: Film Commission / Film Lauderdale
115 South Andrews Avenue, Room A680
Fort Lauderdale, Florida 33301
Email address: film@filmlauderdale.org

FOR MUNICIPALITY:

Christine Lottier, Assistant to the City Manager
100 West Dania Beach BLvd.
Dania Beach, FL [33004](https://www.daniabeachfl.gov)
Email address: clottier@daniabeachfl.gov

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

6.7. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, tropical storm, public health emergency, epidemic/pandemic, earthquake, or other casualty caused by nature; or by labor strike or war; or by any law, order, proclamation, regulation, or an ordinance of any governmental agency, including by either of the Parties (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, shall be excused from such performance to the extent caused by the Force Majeure Event, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; and further provided that if such nonperformance exceeds fifteen (15) business days, the Party that is not prevented from performance by the Force Majeure Event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right a Party may otherwise have to terminate this Agreement.

6.8. Compliance with Laws; Equal Opportunity. Each Party must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

6.9. Severability; Survivability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. The following sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 2.4, Section 4.2, Section 6.2, and Section 6.13.

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

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

subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

6.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

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

6.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

6.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibit(s) are incorporated into and made a part of this Agreement.

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

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Film Commissioner authorized to execute same by Board action on the ____ day of _____, 20__, and Municipality, signing by and through its _____ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Film Commissioner

By: _____
Film Commissioner

____ day of _____, 20__

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

By _____
Sara F. Cohen (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND DANIA BEACH FOR FILM PERMITTING**

FLORIDA

MUNICIPALITY

CITY OF DANIA BEACH

ATTEST:

By: _____
Mayor Archibald J. Ryan IV

Elora Riera, City Clerk

Date

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

Exhibit A
City of Dania Beach
Film Permitting Requirements

The City of Dania Beach requires all film permit requests to be processed through the Broward County Film Commission Office. The complete film permit and **Certificate of Insurance should be submitted a minimum of five working days before the scheduled shoot date.**

The following are the basic requirements needed to secure a film permit in the City of Dania Beach, additional requirements may be needed based on the complexity of the proposed request.

Broward County Film Commission Office will submit all film permitting application requests and Certificate of Insurance to **Film Liaison, Christine Lottier, Executive Assistant to the City Manager, clottier@daniabeachfl.gov, 954-924-6800 x 3606.**

The film application will be routed to the following City of Dania Beach departments/divisions for review and comments. Each department/division will determine the necessary requirements.

- 1. Code Compliance/Beach Ranger Division**
 - 2. Parks and Recreation Department**
 - 3. Broward Sheriff's Office Law Enforcement Department**
 - 4. Broward Sheriff's Office Fire Rescue Department**
 - 5. Building Official/Building Division**
- **Requests for filming at the Dania Beach Pier.** If approved the production company is to pay the standard entrance fee for each cast/crew member that enters the Pier. The production company does not have exclusive use of the Pier. Intermittent patron stoppage only.
 - Parking fees will be charged for filming at the Dania Beach Municipal beach parking lot. The production company will pay for each parking space occupied by using the PayByPhone application. For large-scale productions the Beach Ranger Division will work with the production company to determine the number of parking spaces needed. The production company will pay the required parking fees in advance to the City of Dania Beach prior to the shoot date.
 - If off-duty detail is requested, the production company will work directly with Broward Sheriff's Administration Office to secure and pay for the detail.
 - Production company will work directly with Broward Sheriff's Fire Rescue Division for all required inspections/fees.
 - **The City of Dania Beach does not allow filming at the beach on Saturday or Sunday, Monday – Friday only.**
 - The City Film Liaison will return the approved film permit to the Broward County Film Commission with the requirements needed to proceed.



Public Services

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO EXECUTE THE FIRST OF TWO 2-YEAR RENEWAL
OPTIONS OF THE EXISTING AGREEMENT FOR CUSTODIAL SERVICES
BY CLEAN SPACE, INC.

Request:

The Public Services Department (PSD) requests the adoption of a resolution authorizing the appropriate City officials to execute a renewal of the November 2021 agreement with Clean Space, Inc. for the provision of citywide janitorial services.

Background:

The City requires high quality and reliable janitorial services for several of its most heavily populated and active buildings, including City Hall, the adjacent parking garage and the Public Services Department complex. In the fall of 2021, a competitive bid process was pursued via Invitation to Bid (ITB) No. 21-027 "Janitorial Services", and awarded to CleanSpace, Inc. for a two-year term with two optional two-year renewal options. Based on the good quality and reliability of their service, the City has opted to exercise the first renewal option for the agreement.

The rates under the renewal include a 3.7 percent increase based on the Consumer Price Index (CPI) for 2023. With the inclusion of CPI Rates from Clean Space, Inc., there will be a total cost of \$88,557.72 for Fiscal Year 2024, and a total cost of \$91,834.20 for Fiscal Year 2025. Additionally, it has been determined that due to the heavy traffic across city facilities, the once per year floor deep cleaning/treatment is insufficient to properly maintain the floor. Increasing this service to twice per year adds a cost of \$4,200 annually for both years.

That additionally, Clean Space will provide clean-up services for the "Dania After Dark" events at a rate of \$25.00 per hour plus the cost of supplies, if required to be supplied.

Budgetary Impact

The total annual cost of Clean Space Proposal for a renewal to clean and maintain city facilities for Fiscal Year 2024 are a total of \$88,557.72 and \$91,834.20 for Fiscal Year 2024, with an additional cost of \$4,200 for each year (deep cleaning/sealing a second time annually).

Recommendation

It is recommended that the City Commission adopt a resolution authorizing the proper City officials to execute a renewal to the custodial services contract ITB No. 21-027 with Clean Space, Inc. for janitorial services.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL AND AMENDMENT OF THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” WITH CLEAN SPACE, INC. IN THE AMOUNT OF EIGHTY- EIGHT THOUSAND FIVE HUNDRED FIFTY SEVEN DOLLARS AND SEVENTY TWO CENTS (\$88,557.72)FOR FISCAL YEAR 2024 AND NINETY-ONE THOUSAND EIGHT HUNDRED THIRTY FOUR HUNDRED DOLLARS AND TWENTY CENTS (\$91,834.20) FOR FISCAL YEAR 2025, PROVIDING AN ADDITIONAL FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200) IN THE FEE DUE TO THE INCREASE IN COSTS FOR DEEP CLEANING/SEALING FLOOR MAINTENANCE SERVICES; AND TO PROVIDE FOR ADDITIONAL SERVICES FOR EACH YEAR OF THE TWO YEAR RENEWAL; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE AGREEMENT RENEWAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has several high-use, multi-work shift facilities that require janitorial services on a daily basis; and

WHEREAS, the current janitorial agreement for City Hall, the adjacent Parking Garage, the Public Services Department (PSD) office building and Water Treatment Plant was executed on November 23, 2021, in the amount of \$85,397.88, which included two (2), two-year renewal options; and

WHEREAS, the City is satisfied with the quality and reliability of Clean Space, Inc.’s janitorial services; and

WHEREAS, PSD recommends exercising the first of two options to renew the agreement for a two-year term and amend the price increase for services due to the rise in the costs; and

WHEREAS, on October 23, 2023, Clean Space, Inc. requested a 3.7 percent increase based on the Consumer Price Index (CPI) for 2023, due to the high inflationary costs in the economy; and

WHEREAS, with this CPI increase, Fiscal Year 2024 will cost a total of \$88,557.72, and Fiscal Year 2025 will cost a total of \$91,834.20, with an additional \$4,200 to be added for each year for an additional annual deep cleaning/sealing maintenance service; and

WHEREAS, additionally, the City requested hourly rates of the Contractor in case the City needs back-up for cleaning up after Dania After Dark, and which rates, Contractor has provided to the City (\$25.00, per hour labor costs, plus the cost of supplies).

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 City Commission authorizes the proper City officials to execute the first of two renewal options and authorize an amendment of the agreement with Clean Space, Inc., which amendment is attached as Exhibit “A” and incorporated into this Resolution by this reference, in an amount of Eighty Eight Thousand Five Hundred Fifty Seven Dollars and Seventy Two Cents (\$88,557.72) for Fiscal Year 2024, and Ninety One Thousand Eight Hundred Thirty Four Dollars and Twenty Cents (\$91,834.20) for Fiscal Year 2025, with and additional Forty Two Hundred Dollars (\$4,200) to be included for both years of the extension agreement, to provide one additional deep cleaning/sealing floor maintenance service. The Amendment also includes hourly labor rates in case the City requires assistance cleaning up after Dania After Dark.

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 effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT
BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND CLEAN
SPACE INC., FOR SERVICES RELATED TO JANITORIAL SERVICES
AS DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION
TO BID (“ITB”) NO. 21-027.**

This is the First Amendment and Renewal (the “Amendment”) to an Agreement (the “Agreement”) dated _____ existing between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Clean Space, Inc. (“Contractor”), a Florida corporation with its principal mailing address of 3764 Northwest 124 Avenue, Coral Springs, Florida 33065.

WHEREAS, Clean Space Inc. was the successful bidder to ITB No. 21-027 for Janitorial Services; and

WHEREAS, the parties executed an Agreement for Janitorial Services on November 23, 2021; and

WHEREAS, the current agreement amount is \$85,397.88; and

WHEREAS, on October 23, 2023, Contractor reached out to Public Services to request an increase for janitorial services for Fiscal Year 2024 and Fiscal Year 25; and

WHEREAS, based on the Consumer Price Index (“CPI”) for 2023, the Contractor requested a 3.7% increase per year in order to extend the contract term from year 1 to year 2; and

WHEREAS, with this CPI increase, Fiscal Year 2024 will cost a total of \$88,557.72, and Fiscal Year 2025 will cost a total of \$91,834.20, with an additional \$4,200.00 to be added for each year for an additional annual deep cleaning/sealing maintenance service;

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. The above Whereas clauses are incorporated by reference into this Amendment.
2. That this Amendment shall take effect November 24, 2023.
3. That this Agreement shall be for a two (2) year period, expiring on November 23, 2025, with one remaining two year option to renew thereafter. An additional \$4,200.00 shall be paid to the Contract, for each year of the Amendment, in order for Contractor to provide an additional annual deep cleaning/sealing maintenance service to City Hall.
4. Further, Contractor has provided hourly labor rates of \$25.00/per hour, plus the cost of supplies, if required to be supplied. The City may request that Contractor clean-up after “Dania After Dark” events.

5. That in all other respects, the underlying Agreement is ratified and reaffirmed and remains in full force and effect.

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

ATTEST:

**CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation**

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Clean Space, Inc.,
a Florida corporation**

Signature

Matt Giunco
PRINT Name

OPERATIONS MANAGER
Title

Dated: _____, 2023

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2023 by Matt Giunco, as Operations Manager of Clean Space, Inc. a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :



Finance

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a Resolution authorizing the lease of two (2) modular office buildings from Mobile Modular, without competitive bidding, and without advertisement for bids, by utilizing the pricing under the School District of Suwannee County, Florida Request for Proposal (RFP) #20-209

Request:

Approval of a Resolution authorizing the lease of two (2) modular office buildings from Mobile Modular, without competitive bidding, and without advertisement for bids, by utilizing the pricing under the School District of Suwannee County, Florida Request for Proposal (RFP) #20-209.

Background:

The City Commission has previously authorized a project to renovate the Building Department, which will displace staff during construction. Additionally, Finance and Information Technology are in need of office space to accommodate the growing number of personnel.

The City has obtained a proposal from Mobile Modular, which has an agreement with the School District of Suwannee County, Florida, for the lease of modular office building units and accessory items, awarded under RFP #20-209.

The City Administration recommends that the City Commission waive formal bidding and approve an agreement with Mobile Modular, utilizing pricing under the Suwannee County Schools RFP #20-209, for the lease of two (2) modular office buildings to house staff from Community Development, Finance, and IT.

Budgetary Impact

The up-front cost to furnish and install the two (2) modular office buildings is \$41,114.00 and

the total Fiscal Year 2023-24 lease cost for nine months (January – September) is \$66,483.00. Additionally, the City may procure additional services from Mobile Modular as needed, pursuant to the pricing in Suwannee County Schools RFP 20-209.

Funding for the initial and lease costs for Fiscal Year 2023-24 will be funded via Fiscal Year 2022-23 surplus carryover and appropriated to the following lease expenditures accounts:

Finance/Procurement	001-17-01-513-44-20	\$ 20,325
Information Technology	507-17-04-517-44-20	\$ 20,325
Community Development	001-15-01-515-44-20	\$ 20,084
Building Division	107-15-02-524-44-20	\$ 46,863
	Total FY 2023-24	\$ 107,597

Recommendation

Approve the Resolution authorizing the lease of two (2) modular office buildings from Mobile Modular, without competitive bidding, and without advertisement for bids, by utilizing the pricing under the School District of Suwannee County, Florida Request for Proposal (RFP) #20-209.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE LEASE OF TWO (2) MODULAR OFFICE BUILDINGS FROM MOBILE MODULAR, WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA REQUEST FOR PROPOSALS (RFP) #20-209; 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 he/she is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the federal government, state of Florida or a Florida municipality or county; 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, the City Commission authorized a project to renovate the Building Department, which will displace staff during the construction project; and

WHEREAS, Finance and Information Technology need office space to accommodate the growing number of personnel; and

WHEREAS, the City has obtained a proposal from Mobile Modular, which has an agreement with the School District of Suwannee County, Florida, for the lease of modular office building units and accessory items, awarded under RFP #20-209; and

WHEREAS, the City Administration recommends that the City Commission waive formal bidding and approve an agreement with Mobile Modular, utilizing pricing under the Suwannee County Schools RFP #20-209, for the lease of two (2) modular office buildings to house staff from Community Development, Finance, and IT.

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 City Commission authorizes the lease of two (2) modular office buildings from Mobile Modular utilizing pricing under the Suwannee County Schools RFP #20-209, which RFP document has been attached as “Exhibit A” and incorporated into this Resolution by this reference.

Section 3. That the proper City officials are authorized to execute a lease Agreement, and the City Manager and City Attorney are authorized to make minor changes to the Agreement.

Section 4. That the up-front cost to furnish and install the two (2) modular office buildings is \$41,114.00, the total Fiscal Year 2023-24 lease cost for nine months (January – September) is \$66,483.00, and the City is authorized to procure additional services from Mobile Modular as needed, pursuant to the pricing in Suwannee County Schools RFP 20-209.

Section 5. That funding for the initial and lease costs for Fiscal Year 2023-24 will be funded via Fiscal Year 2022-23 surplus carryover and appropriated to the following lease expenditures accounts:

Finance/Procurement	001-17-01-513-44-20	\$ 20,325
Information Technology	507-17-04-517-44-20	\$ 20,325
Community Development	001-15-01-515-44-20	\$ 20,084
<u>Building Division</u>	<u>107-15-02-524-44-20</u>	<u>\$ 46,863</u>
Total FY 2023-24		\$ 107,597

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

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #20-209

ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form

Type IIB Panelized Modular Units
(Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)	
1.	Without restroom	\$120,800.00
2.	With one (1) restroom	\$124,600.00
3.	Cost of delivery to site	\$3,750.00
4.	Cost for block, level and anchoring	\$6,000.00

[Type here]

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "A", Modular Unit Purchase Bid Form
(Also refer to Attachment "B", Modular Unit Rental Bid Form)
Piggyback Bid prices will be per Attachments "C" and "D".



The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #20-209

ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form
Type IIB Panelized Modular Units
(Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit; (130 MPH Wind Load)	
5.	Without restroom	\$1,450.00
6.	With one (1) restroom	\$1,500.00
7.	Cost of delivery to site	\$3,750.00
8.	Cost for block, level and anchoring	\$6,000.00
9.	Cost of dismantle at end of lease	\$4,700.00
10.	Cost for return deliver to vendor	\$3,750.00

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "B", Modular Unit Rental Bid Form
(Also refer to Attachment "A", Modular Unit Purchase Bid Form)
Piggyback Bid prices will be per Attachments "C" and "D".

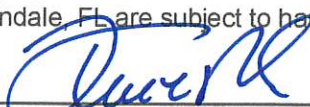


The School District of Suwannee County, Florida
RFP 20-209
Attachment "C" - Other Modular Buildings Included in Bid

Section 1
Used Panelized Buildings

1	Description - 24'x36' Campus Maker Hybrid Style Classroom	Unit Price
	Purchase Price (without restroom)	\$ 120,800.00
	Purchase Price (with restroom)	\$ 124,600.00
	Rental Price per month (without restroom)	\$ 1,450.00
	Rental Price per month (with restroom)	\$ 1,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
2	Description - 24'x36' Campus Maker Classroom (140 MPH w/ Impact Windows)	Unit Price
	Purchase Price (without restroom)	\$ 124,700.00
	Purchase Price (with restroom)	\$ 128,400.00
	Rental Price per month (without restroom)	\$ 1,550.00
	Rental Price per month (with restroom)	\$ 1,600.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
3	Item Description - 24'x36' Campus Maker Classroom (146 MPH w/ Impact Windows)	Unit Price
	Purchase Price (without restroom)	\$ 128,550.00
	Purchase Price (with restroom)	\$ 132,300.00
	Rental Price per month (without restroom)	\$ 1,750.00
	Rental Price per month (with restroom)	\$ 1,800.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
4	Item Description - 36'x36' Campus Maker Hybrid Style Multipurpose Building	Unit Price
	Purchase Price (without restroom)	\$ 190,400.00
	Purchase Price (with one restroom)	\$ 193,400.00
	Purchase Price (with two restrooms)	\$ 197,400.00
	Rental Price per month (without restroom)	\$ 2,800.00
	Rental Price per month (with one restroom)	\$ 2,900.00
	Rental Price per month (with two restrooms)	\$ 3,000.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 12,000.00
	Dismantle cost at end of lease *	\$ 8,200.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

* Shipping and installation/dismantle sites over 250 miles from
Auburndale, FL are subject to haulage and Installation/dismantle per diem.



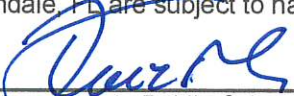
Suwannee County Public Schools
RFP 20-209
Effective July 1, 2022

The School District of Suwannee County, Florida
RFP 20-209
Attachment "C" - Other Modular Buildings Included in Bid

Section 1 Continued

5	Item Description - 48'x36' Campus Maker Hybrid Style Multipurpose Building	Unit Price
	Purchase Price (without restroom)	\$ 235,500.00
	Purchase Price (with one restroom)	\$ 239,500.00
	Purchase Price (with two restrooms)	\$ 243,500.00
	Rental Price per month (without restroom)	\$ 3,800.00
	Rental Price per month (with one restroom)	\$ 3,900.00
	Rental Price per month (with two restrooms)	\$ 4,000.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 16,000.00
	Dismantle cost at end of lease *	\$ 10,900.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
6	Item Description - 12'x36' Campus Maker Hybrid Style Men's Restroom Building	Unit Price
	Purchase Price	\$ 166,700.00
	Rental Price per month	\$ 3,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 5,500.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
7	Item Description - 12'x36' Campus Maker Hybrid Style Women's Restroom Building	Unit Price
	Purchase Price	\$ 199,400.00
	Rental Price per month	\$ 3,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 5,500.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end if lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
8	Item Description - 12'x36' Campus Maker Hybrid Style Women's/Men's Combo Restroom	Unit Price
	Purchase Price	\$ 186,700.00
	Rental Price per month	\$ 3,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 5,500.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
9	Description - 24'x36' Campus Maker "Eco 1" Classroom (2" Panel Exterior, 186 Vult)	Unit Price
	Purchase Price (without restroom)	\$ 170,000.00
	Purchase Price (with restroom)	\$ 174,000.00
	Rental Price per month (without restroom)	\$ 2,125.00
	Rental Price per month (with restroom)	\$ 2,200.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

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Section 2

Steel Frame Type IIB Buildings (Steel, Hardipanel or Panel Exterior)

Mobile Modular in Fleet Product

1	Item Description - 24'x36' Standard IIB Classroom	Unit Price
	Purchase Price (without restroom)	\$ 158,025.00
	Purchase Price (with restroom)	\$ 162,275.00
	Rental Price per month (without restroom)	\$ 1,805.00
	Rental Price per month (with restroom)	\$ 1,855.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
2	Item Description - 24'x36' Single Slope/Side Stacking Classroom	Unit Price
	Purchase Price (without restroom)	\$ 159,043.00
	Purchase Price (with restroom)	\$ 163,293.00
	Rental Price per month (without restroom)	\$ 1,815.00
	Rental Price per month (with restroom)	\$ 1,865.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
3	Item Description - 24'x36' Campus Maker Hybrid Style (140 MPH)	Unit Price
	Purchase Price (without restroom)	\$ 163,565.00
	Purchase Price (with restroom)	\$ 167,815.00
	Rental Price per month (without restroom)	\$ 2,060.00
	Rental Price per month (with restroom)	\$ 2,110.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
4	Item Description - 24'x36' Campus Maker Hybrid Style (146 MPH/W-Impact)	Unit Price
	Purchase Price (without restroom)	\$ 168,378.00
	Purchase Price (with restroom)	\$ 172,628.00
	Rental Price per month (without restroom)	\$ 2,110.00
	Rental Price per month (with restroom)	\$ 2,160.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,000.00
	Dismantle cost at end of lease *	\$ 4,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

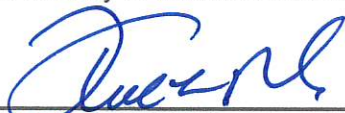
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5	Item Description - 36'x36' Classroom/Multipurpose Campus Maker Hybrid Style	Unit Price
	Purchase Price (without restroom)	\$ 244,379.00
	Purchase Price (with one restroom)	\$ 248,629.00
	Purchase Price (with two restrooms)	\$ 252,879.00
	Rental Price per month (without restroom)	\$ 3,800.00
	Rental Price per month (with one restroom)	\$ 3,850.00
	Rental Price per month (with two restrooms)	\$ 4,000.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 12,000.00
	Dismantle cost at end of lease *	\$ 8,200.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
6	Item Description - 36'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)	Unit Price
	Purchase Price (without restroom)	\$ 248,754.00
	Purchase Price (with one restroom)	\$ 253,004.00
	Purchase Price (with two restrooms)	\$ 257,254.00
	Rental Price per month (without restroom)	\$ 3,850.00
	Rental Price per month (with one restroom)	\$ 3,900.00
	Rental Price per month (with two restrooms)	\$ 4,100.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 12,000.00
	Dismantle cost at end of lease *	\$ 8,200.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
7	Item Description - 36'x56' Classroom/Multipurpose (Steel Exterior)	Unit Price
	Purchase Price (without restroom)	\$ 309,469.00
	Purchase Price (with one restroom)	\$ 313,719.00
	Purchase Price (with two restrooms)	\$ 317,969.00
	Rental Price per month (without restroom)	\$ 5,000.00
	Rental Price per month (with one restroom)	\$ 5,050.00
	Rental Price per month (with two restrooms)	\$ 5,100.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 16,500.00
	Dismantle cost at end of lease *	\$ 11,000.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
8	Item Description - 48'x36' Classroom/Multipurpose Campus Maker Hybrid Style	Unit Price
	Purchase Price (without restroom)	\$ 287,874.00
	Purchase Price (with one restroom)	\$ 292,124.00
	Purchase Price (with two restrooms)	\$ 296,374.00
	Rental Price per month (without restroom)	\$ 5,132.00
	Rental Price per month (with one restroom)	\$ 5,182.00
	Rental Price per month (with two restrooms)	\$ 5,232.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 16,000.00
	Dismantle cost at end of lease *	\$ 10,900.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile



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Section 2 Continued

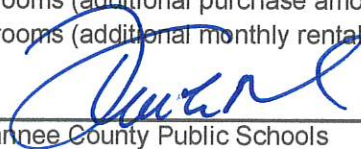
9	Item Description - 48'x36' Classroom/Multipurpose Campus Maker (146MPH/W-Impact)	Unit Price
	Purchase Price (without restroom)	\$ 292,686.00
	Purchase Price (with one restroom)	\$ 296,936.00
	Purchase Price (with two restrooms)	\$ 301,186.00
	Rental Price per month (without restroom)	\$ 5,182.00
	Rental Price per month (with one restroom)	\$ 5,232.00
	Rental Price per month (with two restrooms)	\$ 5,282.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 16,000.00
	Dismantle cost at end of lease *	\$ 10,900.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
10	Item Description - 24'x56' Office Building (Type IIB Construction)	Unit Price
	Purchase Price (with two restrooms)	\$ 221,775.00
	Rental Price per month (with two restrooms)	\$ 3,800.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,100.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
11	Item Description - 24'x60' Classroom (Two 12' Wide Floors)	Unit Price
	Purchase Price (without restroom)	\$ 210,876.00
	Purchase Price (with two restroom)	\$ 219,385.00
	Rental Price per month (without restroom)	\$ 3,650.00
	Rental Price per month (with two restrooms)	\$ 3,750.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,100.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
12	Item Description - 12'x30' Men's/Women's Combination Restroom Building	Unit Price
	Purchase Price	\$ 106,001.00
	Rental Price per month	\$ 2,700.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 3,700.00
	Dismantle cost at end of lease *	\$ 2,900.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
13	Item Description - 12'x42' Men's/Women's Combination Restroom Building	Unit Price
	Purchase Price	\$ 132,866.00
	Rental Price per month	\$ 3,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 4,300.00
	Dismantle cost at end of lease *	\$ 3,200.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile



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14 Item Description - 24'x36' Men's/Women's Combination Restroom Building	Unit Price
Purchase Price	\$ 218,295.00
Rental Price per month	\$ 6,500.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 6,000.00
Dismantle cost at end of lease *	\$ 4,700.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
15 Item Description - 24'x40' Men's/Women's Combination Restroom Building	Unit Price
Purchase Price	\$ 234,825.00
Rental Price per month	\$ 6,900.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 6,500.00
Dismantle cost at end of lease *	\$ 5,000.00
Return delivery to MMMC at end if lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
16 Item Description - 12'x36' Men's Campus Maker (Hardipanel) Restroom Building	Unit Price
Purchase Price	\$ 135,856.00
Rental Price per month	\$ 3,700.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 5,500.00
Dismantle cost at end of lease *	\$ 4,400.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
17 Item Description - 12'x36' Women's Campus Maker (Hardi) Restroom Building	Unit Price
Purchase Price	\$ 142,981.00
Rental Price per month	\$ 3,900.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 5,500.00
Dismantle cost at end of lease *	\$ 4,400.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
18 Item Description - 12'x36' Women's/Men's Combination Campus Maker (Hardi) Restroor	Unit Price
Purchase Price	\$ 134,825.00
Rental Price per month	\$ 4,100.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 5,500.00
Dismantle cost at end of lease *	\$ 4,400.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
19 Item Description - Approximately 1300 square feet Multipurpose Building	Unit Price
Purchase Price	\$ 238,905.00
Rental Price per month	\$ 5,250.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	\$ 11,250.00
Dismantle cost at end of lease *	\$ 8,200.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Restrooms (additional purchase amount per restroom)	\$ 9,500.00
Restrooms (additional monthly rental amount per restroom)	\$ 135.00



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20 Item Description - Approximately 2000 square feet Multipurpose Building		Unit Price
Purchase Price		\$ 308,318.00
Rental Price per month		\$ 8,000.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Block, level and anchoring *		\$ 18,000.00
Dismantle cost at end of lease *		\$ 16,000.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Restrooms (additional purchase amount per restroom)		\$ 9,500.00
Restrooms (additional monthly rental amount per restroom)		\$ 135.00
21 Item Description - Approximately 3000 square feet Multipurpose Building		Unit Price
Purchase Price		\$ 440,255.00
Rental Price per month		\$ 10,500.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Block, level and anchoring *		\$ 27,000.00
Dismantle cost at end of lease *		\$ 19,500.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Restrooms (additional purchase amount per restroom)		\$ 9,750.00
Restrooms (additional monthly rental amount per restroom)		\$ 135.00
22 Item Description - 48'x56' Multipurpose Building		Unit Price
Purchase Price		\$ 439,148.00
Rental Price per month		\$ 6,800.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Block, level and anchoring *		\$ 20,250.00
Dismantle cost at end of lease *		\$ 17,000.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
23 Description - 24'x36' Campus Maker "Eco 2" Classroom (2" Panel Exterior, 186 Vult)		Unit Price
Purchase Price (without restroom)		\$ 173,500.00
Purchase Price (with restroom)		\$ 177,500.00
Rental Price per month (without restroom)		\$ 2,700.00
Rental Price per month (with restroom)		\$ 2,900.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	
Block, level and anchoring *		\$ 6,000.00
Dismantle cost at end of lease *		\$ 4,700.00
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile	

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24 Description - 24' x 36' "Xpand First-Story" Classroom (with Second Story Capabilities) *	Unit Price
Purchase Price (without restroom)	\$ 175,747.00
Purchase Price (with restroom)	\$ 179,827.00
Purchase Price (with male group restroom)	\$ 187,800.00
Purchase Price (with female group restroom)	\$ 190,200.00
Purchase Price (with female 3 fixture group restroom)	\$ 191,400.00
Rental Price per month (without restroom)	\$ 3,500.00
Rental Price per month (with restroom)	\$ 3,600.00
Rental Price (with male group restroom)	\$ 4,000.00
Rental Price (with female group restroom)	\$ 4,000.00
Rental Price (with female 3 fixture group restroom)	\$ 4,000.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	TBD based on site conditions and requirements
Dismantle cost at end of lease *	TBD based on site conditions and requirements
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

25 Description - 24' x 36' "Xpand Second-Story" Classroom (Placement above 1st Story) *	Unit Price
Purchase Price (without restroom)	\$ 175,747.00
Purchase Price (with restroom)	\$ 179,827.00
Purchase Price (with male group restroom)	\$ 187,800.00
Purchase Price (with female group restroom)	\$ 190,200.00
Purchase Price (with female 3 fixture group restroom)	\$ 191,400.00
Rental Price per month (without restroom)	\$ 3,500.00
Rental Price per month (with restroom)	\$ 3,600.00
Rental Price (with male group restroom)	\$ 4,000.00
Rental Price (with female group restroom)	\$ 4,000.00
Rental Price (with female 3 fixture group restroom)	\$ 4,000.00
Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
Block, level and anchoring *	TBD based on site conditions and requirements
Dismantle cost at end of lease *	TBD based on site conditions and requirements
Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

* Regarding Items 24 & 25: Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.

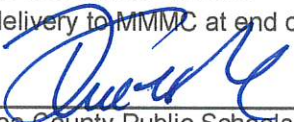
* Shipping and installation/dismantle sites over 250 miles from Auburndale, FL are subject to haulage and Installation/dismantle per diem.

26 Item Description - 12'x36' Office Building (Type IIB Construction)	Unit Price
Purchase Price	\$ 70,794.00
Rental Price per month	\$ 1,075.00
Delivery cost to site (per floor) *	\$750 first 50 miles + \$6.00 for each additional mile
Block, level and anchoring *	\$ 4,000.00
Dismantle cost at end of lease *	\$ 3,100.00
Return delivery to MMMC at end of lease (per floor) *	\$750 first 50 miles + \$6.00 for each additional mile


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Section 3
Wood Frame Type V Buildings
Mobile Modular in Fleet Product

1	Item Description - 12'x40' Office Building	Unit Price
	Purchase Price	\$ 88,500.00
	Rental Price per month	\$ 1,650.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 2,600.00
	Dismantle cost at end of lease *	\$ 1,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
2	Item Description - 12'x52' Office Building (140 MPH)	Unit Price
	Purchase Price	\$ 102,000.00
	Rental Price per month	\$ 1,780.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 2,600.00
	Dismantle cost at end of lease *	\$ 1,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
3	Item Description - 12'x52' Office Building (146 MPH)	Unit Price
	Purchase Price	\$ 106,300.00
	Rental Price per month	\$ 1,830.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 2,600.00
	Dismantle cost at end of lease *	\$ 1,700.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
4	Item Description - 12'x56' Office Building (140 MPH)	Unit Price
	Purchase Price	\$ 101,000.00
	Rental Price per month	\$ 1,880.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 2,700.00
	Dismantle cost at end of lease *	\$ 2,100.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
5	Item Description - 12'x56' Office Building (146 MPH)	Unit Price
	Purchase Price	\$ 105,000.00
	Rental Price per month	\$ 1,930.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 2,700.00
	Dismantle cost at end of lease *	\$ 2,100.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
6	Item Description - 24'x56' Office Building (140 MPH)	Unit Price
	Purchase Price	\$ 146,500.00
	Rental Price per month	\$ 3,250.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,100.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile


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7	Item Description - 24'x56' Office Building (146 MPH)	Unit Price
	Purchase Price	\$ 150,800.00
	Rental Price per month	\$ 3,500.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring *	\$ 6,100.00
	Dismantle cost at end of lease *	\$ 4,400.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
8	Item Description - 12'x56' M-Plex Floors	Unit Price
	End Unit with Restrooms Purchase Price (per floor)	\$ 102,400.00
	End Unit with Restrooms Monthly Rental Price (per floor)	\$ 1,950.00
	End Unit without Restrooms Purchase Price (per floor)	\$ 90,500.00
	End Unit without Restrooms Monthly Rental Price (per floor)	\$ 1,700.00
	Center Unit Purchase Price (per floor)	\$ 85,800.00
	Center Unit Monthly Rental Price (per floor)	\$ 1,370.00
	Delivery cost to site (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile
	Block, level and anchoring (per floor) *	\$ 4,600.00
	Dismantle cost at end of lease (per floor) *	\$ 3,300.00
	Return delivery to MMMC at end of lease (per floor) *	\$900 first 50 miles + \$7.50 for each additional mile

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Section 4

Steel Storage Containers/Offices

1	Item Description - 8'x10' Storage Unit	Unit Price
	Rental Price per month	\$ 115.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
2	Item Description - 8'x20' Storage Unit	Unit Price
	Rental Price per month	\$ 115.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
3	Item Description - 8'x20' Storage Unit (double door)	Unit Price
	Rental Price per month	\$ 125.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
4	Item Description - 8'x20' Office/Storage Combination Unit	Unit Price
	Rental Price per month	\$ 265.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
5	Item Description - 8'x20' Office Unit	Unit Price
	Rental Price per month	\$ 410.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
6	Item Description - 8'x24' Storage Unit	Unit Price
	Rental Price per month	\$ 135.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
7	Item Description - 8'x40' Storage Unit	Unit Price
	Rental Price per month	\$ 140.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile
8	Item Description - 8'x40' Storage Unit (double door)	Unit Price
	Rental Price per month	\$ 165.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile



 Suwannee County Public Schools
 RFP 20-209
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The School District of Suwannee County, Florida
RFP 20-209
Attachment "C" - Other Modular Buildings Included in Bid
Section 4 Continued

9	Item Description - 8'x40' Office/Storage Combination Unit	Unit Price
	Rental Price per month	\$ 375.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile

10	Item Description - 8'x40' Office Unit	Unit Price
	Rental Price per month	\$ 475.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile

11	Other Container Products
	Shelving - per 12' section (exclusive of lumber) \$10 monthly
	Pipe Rack - per 12' section \$10 monthly
	Puck lock - \$10 monthly
	Folding Table and 4 chairs \$75 monthly

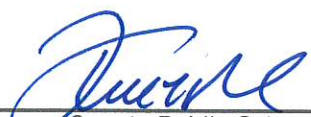
12	Item Description - 8'x10' Office Unit	Unit Price
	Rental Price per month	\$ 275.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile

13	Item Description - 8'x20' Insulated Storage	Unit Price
	Rental Price per month	\$ 250.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile

14	Item Description - 8'x40' Insulated Storage	Unit Price
	Rental Price per month	\$ 375.00
	Delivery cost to site (per floor) *	\$50 + \$5.00 per mile
	Anchoring *	\$75 per anchor + \$5 per mile
	Return delivery to MMMC at end of lease (per floor) *	\$50 + \$5.00 per mile

Containers may be purchased and the cost will be determined at the time of purchase in accordance with the provisions outlined in Section 1, B, 1.0 of this bid.

* Shipping and installation/dismantle sites over 250 miles from
Auburndale, FL are subject to haulage and Installation/dismantle per diem.



Suwannee County Public Schools
RFP 20-209
Effective July 1, 2022

The School District of Suwannee County, Florida
RFP 20-209
Attachment "C" - Other Modular Buildings Included in Bid
Section 5
Kitchens To Go - Modular & Mobile Kitchens

1	Description - 12' x 56' Single Unit Compact Commercial Modular Kitchen	Unit Price
	Purchase Price	\$ 924,040.00
	Rental Price per month	\$ 20,250.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
2	Description - 12' x 56' Single Unit Compact Modular Kitchen - With Cold & Dry Storage	Unit Price
	Purchase Price	\$1,561,130.00
	Rental Price per month	\$ 29,775.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
3	Description - 24' x 56' Double (2-Wide) Campus Modular Kitchen	Unit Price
	Purchase Price	\$1,426,905.00
	Rental Price per month	\$ 37,500.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
4	Description - 24' x 56' Double (2-Wide) Campus Modular Kitchen with Storage	Unit Price
	Purchase Price	\$2,057,631.00
	Rental Price per month	\$ 47,025.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	



 Suwannee County Public Schools

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The School District of Suwannee County, Florida
RFP 20-209
Attachment "C" - Other Modular Buildings Included in Bid
Section 5 Continued

5	Description - 36' x 56' (3-Wide) Environment (Cook Module, 33' Hood, Food Prep)	Unit Price
	Purchase Price	\$1,928,958.00
	Rental Price per month	\$ 58,389.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
6	Description - 36' x 56' (3-Wide) Corp Commercial Modular Kitchen (Cold & Dry Storage)	Unit Price
	Purchase Price	\$2,554,131.00
	Rental Price per month	\$ 67,914.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
7	Description - 48' x 56' (4-Wide) Hospital / University Modular Kitchen	Unit Price
	Purchase Price	\$2,831,118.00
	Rental Price per month	\$ 75,639.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
8	Description - 48' x 56' (4-Wide) Hospital / University Modular Kitchen - With Storage	Unit Price
	Purchase Price	\$3,081,186.00
	Rental Price per month	\$ 89,364.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	



 Suwannee County Public Schools
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The School District of Suwannee County, Florida
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Attachment "C" - Other Modular Buildings Included in Bid
Section 5 Continued

9	Description - 60' x 56' (5-Wide) High Volume Modular Kitchen	Unit Price
	Purchase Price	\$3,327,618.00
	Rental Price per month	\$ 95,889.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
10	Description - 60' x 56' (5-Wide) High Volume Modular Kitchen - With Storage	Unit Price
	Purchase Price	\$3,577,688.00
	Rental Price per month	\$ 113,814.00
	Delivery cost to site (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC at end of lease (per floor) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	
11	Description - Mobile Kitchens - Disaster Response, Renovation, Correctional	Unit Price
	53' Mobile Kitchen - Semi Trailer - Purchase Price	\$1,566,516.00
	53' Mobile Kitchen - Semi Trailer - Rental Price per month	\$ 17,625.00
	35' - 40' Mobile Kitchen - Fifth Wheel Trailer - Purchase Price	\$ 746,064.00
	35' - 40' Mobile Kitchen - Fifth Wheel Trailer - Rental Price per month	\$ 14,625.00
	48' - 53' Mobile Flight Dish Wash - Semi Trailer - Purchase Price	\$ 969,063.00
	48' - 53' Mobile Flight Dish Wash - Semi Trailer - Rental Price per month	\$ 18,264.00
	Delivery cost to site (per truck/trailer) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Block, level and anchoring	TBD based on site conditions and requirements
	Dismantle cost at end of lease	TBD based on site conditions and requirements
	Return delivery to MMMC end of lease (per truck/trailer) *	\$1150 first 250 miles + \$10.00 for each additional mile
	Accessories, options and additional services will be negotiated at time of order based on scope of work and delineation of responsibility for the project.	

* Delivery and Return haulage to calculated from and to Etna Green, IN.
Building Type for all Module purchase price is based on Type V buildings.



Suwannee County Public Schools
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The School District of Suwannee County, Florida
RFP #20-209
Attachment "D" - Other Options Included in Bid

Item Description - Aluminum Stairs and Ramps Systems	Unit Price
Stair Purchase Price (Education Compliant)	\$ 5,895.00
Stair Monthly Rental Price (Education Compliant)	\$ 250.00
30' Ramp Purchase Price (Education Compliant)	\$ 15,000.00
30' Ramp Monthly Rental Price (Education Compliant)	\$ 900.00
5' x 5' Landing Purchase	\$ 2,970.00
5' x 5' Landing Monthly Rental	\$ 275.00
6' x 8' Landing Purchase	\$ 3,700.00
6' x 8' Landing Monthly Rental	\$ 275.00
5'-4" x 10'-10" Turnback Landing Purchase	\$ 5,580.00
5'-4" x 10'-10" Turnback Landing Rental Price	\$ 225.00
Additional 10' ramp sections Purchase Price	\$ 3,900.00
Additional 10' ramp sections Rental Price	\$ 275.00
OSHA Stair Purchase Price	\$ 1,750.00
OSHA Stair Monthly Rental Price	\$ 185.00
Deliver and install each stair *	\$ 1,500.00
Deliver and install 30' ramp *	\$ 4,200.00
Dismantle and return each stair *	\$ 1,500.00
Dismantle and return each 30' ramp *	\$ 4,200.00
Deliver and install each additional landing *	\$ 1,600.00
Dismantle and return each additional landing *	\$ 1,600.00
Deliver and install each additional 10' ramp section *	\$ 1,700.00
Dismantle and return each additional 10' ramp section *	\$ 1,700.00
Engineered Drawings on Custom Installations	\$ 4,800.00

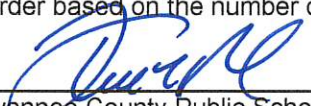
* Pricing based on up to a 250 mile radius from Auburndale, FL.
Delivery and Installation more than 250 miles = add \$4.00 per mile.

Item Description - Panelized Awning	Unit Price
Purchase Price	\$ 1,700.00
Monthly Rental Price	\$ 165.00
Delivery and Installation	\$ 400.00
Dismantle and Return	\$ 400.00

Item Description - Building Skirting Available. Cost = per Linear Foot.	Unit Price
Vinyl Skirting Delivered and Installed	\$35.00/ft
Vinyl Skirting Dismantled and Removed	\$9.00/ft
Hardipanel Skirting Delivered and Installed	\$42.00/ft
Hardipanel Skirting Dismantled and Removed	\$9.00/ft

Item Description - Impact Windows and Doors
--

Impact rated windows and doors may be added to any building with the price to be determined at time of order based on the number of windows and doors to be changed.



Suwannee County Public Schools
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Effective July 1, 2022

The School District of Suwannee County, Florida

RFP #20-209

Attachment "D" - Other Options Included in Bid (Continued)

Item Description - Lease/Purchase Options

MMMC utilizes an independent third party for these transactions. Prices will be determined at time of sale based on dollar amount of purchase, length of term and interest rates.

Item Description - Fuel Surcharge

MMMC may adjust building transportation charges to cover increases in fuel costs.

Item Description - Customized or Concrete Foundations

Customized and/or concrete foundations may be added to any building with the price to be determined at time of order based on foundation design.

Item Description - Security/Hurricane Screens

Security and/or Hurricane screens can be added to any building. Price will be determined by the size and number of windows and doors to be protected.

Item Description - Additional Services

As provided in the original bid document, additional services, site related services, re-rent items, engineering, architectural services, drawings, site plans, permitting, calculations, energy calculations, building recertifications, new products and services can be quoted upon request.

Item Description - Building Upgrades

All buildings can be modified or upgraded to meet the customer's needs. The additional cost of any changes or upgrades will be on a negotiated basis.

Item Description - New Constructed Fleet Buildings, Custom Buildings, Upgrades and Modifications

New and custom buildings of any type and configuration can be quoted upon request. Upgrades and modifications can be quoted upon request.

Item Description - Cleaning Fee and Repairs

A cleaning fee of \$400 per building section/floor will be charged upon the return of rental buildings.

Necessary repairs and maintenance beyond normal wear and tear will be quoted upon the buildings return.

Item Description - Walkway Canopies

Walkway canopy systems can be quoted upon request.

Item Description - Ballistic Building Protection

Ballistic and Bullet Proof doors, windows, walls, etc.. Can be quoted upon request

Item Description - Transportation Escorts

If escorts are required for hauling a building due to it being over height and/or width per Florida regulations, the following charges will be applied.

Over height =	\$10.50/mile
Over width =	\$6.00/mile
Over height & width =	\$10.50/mile
Florida Keys (add to mileage charges) =	\$4,400/trip


Suwannee County Public Schools

RFP 20-209

Effective July 1, 2022

The School District of Suwannee County, Florida
RFP #20-209
Attachment "D" - Other Options Included in Bid (Continued)

Item Description - Short Term Leases

Original bid pricing for rental is based on a minimum 12 month lease. Short term leases (less than 12 months) are available, however, pricing will be on a negotiated basis determined by the item and the length of Lease. Short term Leases can exceed established bid pricing.



Suwannee County Public Schools
RFP 20-209
Effective July 1, 2022



Public Services

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director

SUBJECT: AUTHORIZATION TO AWARD BID ITB NO.23-019- "NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS" PROJECT

Request:

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 23-019 "Northwest 1st Street Drainage Improvements" Project to Kailas Contractors.

Background:

The existing drainage infrastructure along Northwest 1st Street has suffered damage to the underground stormwater retention pipes, resulting in the sinking of the road and creating a significant safety hazard for the community. To address this issue, the City initiated Invitation to Bid No. 2023-019, "Northwest 1st Street Drainage Improvements." The primary goal of this project is to repair and enhance the drainage system along Northwest 1st Street, ensuring the safety and functionality of this vital road.

Invitation to Bid No. 2023-019, titled "Northwest 1st Street Drainage Improvements," was advertised in the Sun Sentinel on August 25, 2023, and posted on the City's official website and Demand-Star. The bid opening occurred publicly on September 25, 2023, with (5) responses being received:

- Precise Stripes LLC - \$449,900.00
- The Stout Group LLC - \$784,875.00

- Kailas Contractors - \$449,400.00
- Emerald Construction Corp. - \$407,551.45
- American Forza Construction LLC - \$600,765.00

Budgetary Impact

The proposed contract for the Northwest 1st Street Drainage Improvements project will be financed from the designated account, Account No. 403-38-01-538-63-10, which is specifically allocated for Stormwater Infrastructure Improvement other than Buildings.

Recommendation

The PSD recommends that the City Commission adopt a resolution to award ITB No. 23-019 “Northwest 1st Street Drainage Improvements” project to Kailas Contractors for an amount not to exceed \$449,400.00.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (ITB) NO. 2023-019- "NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS" TO KAILAS CORP. IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED AND FORTY-NINE THOUSAND AND FOUR HUNDRED DOLLARS \$449,400.00; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City faces an urgent infrastructure challenge due to the collapse of the drainage system along Northwest 1st Street, resulting in road subsidence and associated safety concerns; and

WHEREAS, to address these needs, the City issued Invitation to Bid ITB No. 2023-019 "Northwest 1st Street Drainage Repair Improvements", advertised in the Sun-Sentinel on August 25th, 2023, as well as the City's website and Demand-Star, with bids publicly opened on September 25th, 2023, with five bids being received:

- Emerald Construction Corp. - \$407,551.45
- Kailas Corp. - \$449,400.00
- Precise Stripes LLC - \$449,900.00
- American Forza Construction LLC - \$600,765.00
- The Stout Group LLC - \$784,875.00

WHEREAS, the bid opening for this project occurred publicly on September 25, 2023; and;

WHEREAS, the Bid Committee, Public Works and Utilities Operations Manager Darren Greene, Public Services Superintendent Corry Taylor, and Project Manager John Quintero, reviewed the bid response, and found the lowest bidder to lack the required experience, and chose Kailas Corp. as the most qualified and responsive bidder; and

WHEREAS, the financing for this proposed contract is intended to be sourced from the Stormwater Mgmt. Infrastructure Improvement other than Buildings Account No. 403-38-01-539-63-10 with payments based on services rendered.

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 hereby authorizes the proper city officials to finalize and execute a contract with Kailas Corp. for the Northwest 1st Street Drainage Improvements Project in an amount not to exceed Four Hundred and Forty-Nine Thousand and Four Hundred Dollars (\$449,400.00).

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

Section 4. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

PASSED AND ADOPTED on November 14, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



9/25/2023

City of Dania Beach
Procurement / Purchasing Division
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

REF: ITB-23-019-0-2023 NW 1ST STREET DRAINAGE IMPROVEMENTS

KAILAS CORP. is a Minority-Owned General and Underground contracting firm with 19 years of experience in South Florida, specialized in servicing the commercial, industrial, municipal, educational, and governmental sectors. And we are pleased to submit the following information:

1. Exhibit A - Bidder Qualifications
2. Exhibit B - Bid Form
3. Exhibit E - Bidder's Questionnaire with Company Profile
4. Licenses - CGC & CUC
5. Broward County CBE Certification
6. Broward County DBE Certification
7. Exhibit F - Sworn Statement on Public Entity Crimes
8. Exhibit G - Non-Collusion Affidavit
9. Exhibit H - Independence Affidavit
10. Exhibit I - References
11. Exhibit J/K - Bid Security
12. Exhibit L - Acknowledgement of Addenda
13. Exhibit M - Certification to Accuracy of Bid
14. Exhibit N - Drug-Free Workplace Certification
15. Exhibit O - Acknowledgment of Conformance with Florida Trench Safety Act
16. Proof of Certificate of Insurance
17. Broward County Local Business Tax Receipt
18. Town of Davie Local Business Tax Receipt

Respectfully,

Jorge Paz, President
Kailas Corp.
12565 Orange Drive #410
Davie, Florida 33330
(954) 605-6940, (305) 722-0099
jpaz@kailascontractors.com

www.kailascontractors.com

Ph: (305)722-0099

Mailing Address: P.O. Box 552098. Davie, FL 33355

"Kailas Corp. is an Equal Employment Opportunity Company"

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 23-019

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: Kailas Corp.

Address: 12565 Orange Drive, Suite 410

City, State, Zip: Davie, Florida, 33330 Telephone/Fax: 305-722-0099

2. Specify type of entity Check One: Corporation ☒ Partnership () Individual ()
Other () _____ SPECIFY

3. If Corporation, state:
Date of Incorporation: 5/17/2004 State in which Incorporated: Florida

4. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State: NA

- | 5. Name and Title of Principal Officers | Date Elected: |
|---|------------------|
| <u>Jorge Paz, President</u> | <u>5/17/2004</u> |
| _____ | _____ |
| _____ | _____ |

6. The length of time in business: 19 years

7. The length of time (continuous) in business in Florida: 19 years

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).
9. A copy of a county or municipal Business Tax Receipt.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

47th Year CDBG PW Drainage Improvements

Project Title
NW 10th Street from NW 2nd Avenue to Dixie Highway

Address

City of Hallandale Beach

Owner

954-457-1607

Owner's Telephone Number

\$265,690.00

Contract Value

100% 07/2023

Percent Complete Completion Date

SW 58th Street Roadway Improvements

Project Title
SW 58th from SW106th Avenue to dead-end

Address

Town of Davie

Owner

954-797-1198

Owner's Telephone Number

\$556,569.50

Contract Value

100% 06/2023

Percent Complete Completion Date

Green Meadows Dykes Road Drainage Improvements

Project Title
SW 54th Place from SW 162nd Avenue to Dykes Road

Address

Town of Southwest Ranches

Owner

954-343-7444

Owner's Telephone Number

\$317,996.62

Contract Value

100% 02/2023

Percent Complete Completion Date

MSC Cruise Terminal - Port of Miami

Project Title
Port of Miami, Terminal AA

Address

Fincantieri Infrastructure of Florida

Owner

305-927-1680

Owner's Telephone Number

\$1,046,774.96

Contract Value

100% 09/2022

Percent Complete Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes ☒ No If yes, attach a separate sheet of explanation.

10. SIMILAR PROJECTS WITHIN THE LAST FIVE (5) YEARS

SW 37th Terrace Stormwater Improvements

Project Title
SW 37th Terrace, from Stirling Road to cul-de-sac

Address

City of Dania Beach

Owner

954-924-6800

Owner's Telephone Number

\$1,230,432.00

Contract Value

100% 12/2022

Percent Complete Completion Date

FLL A2/A3 & NE Reterntion Areas Grading

Project Title
FLL North Runway / Airfield

Address

Broward County Aviation Department (BCAD)

Owner

954-359-2255

Owner's Telephone Number

\$497,987.01

Contract Value

100% 12/2022

Percent Complete Completion Date

Foster Road - 12" Water Main Improvements & Roadway Reconstruction

Project Title
Foster Road from NW 10th Avenue to NW 14th Avenue

Address

City of Hallandale Beach

Owner

954-457-1397

Owner's Telephone Number

\$1,171,378.80

Contract Value

100% 07/2021

Percent Complete Completion Date

Franjo Road Reconstruction

Project Title
Franjo Road from US-1 to SW 184th Street

Address

Village of Palmetto Bay

Owner

305-969-5086

Owner's Telephone Number

\$3,478,354.56

Contract Value

100% 07/2021

Percent Complete Completion Date

11. Have you ever failed to complete any work awarded to you?
Yes ☒ No If yes, attach a separate sheet of explanation.

12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes ☒ No If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes ☒ No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
Yes ☒ No If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes ☒ No If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes ☒ No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ☒ No If yes, attach a separate sheet of explanation.
18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?
Yes ☒ No If yes, attach a separate sheet of explanation.
19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes ☒ No If yes, attach a separate sheet of explanation.
20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ☒ No If yes, attach a separate sheet of explanation.
21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ☒ No If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ☒ No If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

ITB 23-019

“NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS”

Bid Form is posted on City Webpage and DemandStar

CITY OF DANIA BEACH, FLORIDA

BID FORM: ITB 23-019 NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
GENERAL CONDITIONS					
N/A	GENERAL REQUIREMENTS (BONDS, INSURANCE, ETC.)	LS	1	\$10,000.00	\$10,000.00
N/A	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00
0104-18	INLET PROTECTION SYSTEM	EA	7	\$100.00	\$700.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$10,000.00	\$10,000.00
DRAINAGE IMPROVEMENTS					
N/A	REMOVE EXISTING 36" DRAINAGE PIPE AND FULL DEPTH PAVEMENT REMOVAL (TRENCH WIDTH)	LF	560	\$20.00	\$11,200.00
N/A	REMOVE EXISTING 12" DRAINAGE PIPE AND FULL DEPTH PAVEMENT REMOVAL (TRENCH WIDTH)	LF	40	\$20.00	\$800.00
1060-16	UTILITY STRUCTURE, BELOW GROUND, REMOVE & DIPSOSE (STORM MANHOLE)	EA	3	\$2,000.00	\$6,000.00
327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	1550	\$10.00	\$15,500.00
337-7-81	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5 (1 LIFT @ 1")-RESURFACE PORTION ONLY	TN	130	\$300.00	\$39,000.00
160-4	TYPE B STABILIZATION (LBR 40)	SY	420	\$50.00	\$21,000.00
285706	OPTIONAL BASE, BASE GROUP 6 (8" THICK-LBR-100)	SY	440	\$50.00	\$22,000.00
334-1-52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B PG 76-22, SP-9.5 (1 LIFT @ 1.5")	TN	40	\$300.00	\$12,000.00
337-7-81	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22 (1 LIFT @ 1.5")	TN	55	\$300.00	\$16,500.00
0110-4-10	REMOVAL OF EXIST CONCRETE	SY	15	\$100.00	\$1,500.00
0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	15	\$100.00	\$1,500.00
N/A	6' ROUND MANHOLES <10'	EA	3	\$10,000.00	\$30,000.00
N/A	DRAINAGE PLUG (VARYING SIZES)	EA	10	\$1,000.00	\$10,000.00
N/A	12-INCH RCP DRAINAGE PIPE (CLASS III)	LF	40	\$200.00	\$8,000.00
N/A	36-INCH RCP DRAINAGE PIPE (CLASS III)	LF	560	\$300.00	\$168,000.00

SUMMARY OF SIGNING & PAVEMENT MARKING QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
711-11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	200	\$10.00	\$2,000.00
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL (BIKE STRIPING)	EA	5	\$500.00	\$2,500.00
711-15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.2	\$5,000.00	\$1,000.00
711-15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, 6"	GM	0.04	\$5,000.00	\$200.00

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
OPTIONAL SERVICES	EA	1	\$50,000	\$50,000
			Total Bid Cost	\$449,400.00

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 19
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.
Refer to attached list

3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.
Refer to attached company profile

4. Have you personally completed a plan for performance of the work?
Yes
5. Have you ever failed to complete work awarded to you? If so, when, where and why?
Never

6. What equipment do you own that is available for work?
Loader, Mini Excavator, Skid Steer, Excavator, MOT truck, Trailer

7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity? Never
8. How many employees (Contractors only) will be assigned to perform the services? 15
9. How many supervisors will be assigned to perform the services? 2

10. Will personnel be part of a regular crew assigned to perform the services?

Yes ☒ No ☐

11. Will you be able to provide service for emergency situations? Yes ☒ No ☐

If so, how much notice is required? 4 hours

12. What equipment do you own that is available to complete the Project?

Loader, Mini Excavator, Skid Steer, Excavator, MOT truck, Trailer

Please attach copies of any licenses, awards, certificates, etc., that you may have.

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS
AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

END OF BIDDER'S QUESTIONNAIRE

KAILAS CORP. / KAILAS CONTRACTORS COMPANY PROFILE



EXECUTIVE SUMMARY

KAILAS CONTRACTORS is a General Contractor, specializing in Underground Utilities, Infrastructure, Earthworks, Civil Engineering & Construction Management. We have developed over the past 18 years into a prominent organization by continually striving to improve our performance executing high quality work, emphasizing job safety and our meticulous approach to project management. We consider client satisfaction to be one of the pillars for our company's success and repeat business is the best compliment offered by our client base. Our project portfolio includes Educational, Municipal, Industrial, Commercial, and Residential projects.

KAILAS CONTRACTORS is currently a certified Minority Business Enterprise (MBE) by the State of Florida Office of Supplier Diversity, certified County Business Enterprise (CBE) and Disadvantage Business Enterprise (DBE) by Broward County and certified as a Small Business Enterprise (SBE) by the South Florida Water Management District. In addition, KAILAS CONTRACTORS is a certified Disadvantaged Business Enterprise (DBE) by the Florida Department of Transportation (FDOT).

Working in the Construction industry can be a very rewarding endeavor, not only financially but from a personal and professional perspective as well. Few experiences can provide the deep sense of accomplishment and satisfaction that result from being involved in building or performing work at a structure that, when seen years later, will produce the thought: I helped build that. In addition, through the efficient and effective utilization of resources – people, materials, and equipment – coupled with a modest amount of capital, the construction industry provides opportunities for companies to perform work for sizable sums of money with the corresponding profits that can be derived. Therefore, we can honestly say that we are in the construction industry because we are passionate about it, enjoy what we do, and enjoy the rewards that comes with it.

Our business plan presents a comprehensive overview of KAILAS CONTRACTORS and includes detailed information on our background and organizational structure, as well as, the services we offer and our past service history. In addition, the plan outlines our marketing and sales strategy and provides a detailed financial data and analysis and our future goals and objectives.

COMPANY SUMMARY

KAILAS CONTRACTORS is a minority owned full-service General Contracting and Construction Management firm specializing in the commercial, industrial, municipal, educational, and governmental needs. KAILAS CONTRACTORS was established in May of 2004 and employs a staff of highly educated Professional and Staff Engineers, and technical personnel experienced in the construction industry. We offer valuable assistance for each phase of a project and ensure the successful completion of each job.

Besides our work ethic, job safety and the safe execution of work are some of our fundamental values that KAILAS CONTRACTORS. We are very proud to be able to say that we have a perfect safety record with no incidents to date. Additionally, our company has never been involved in litigations, has never not completed a job and has never had a claim filed against.

Since our founding in May 2004, we have compiled a diverse portfolio of projects that we have either led or participated in as a minority associate. We have significant experience handling Industrial, Commercial, Educational, and Residential projects.

COMPANY SERVICES

The company provides the following services:

Site Work and Grading Preparation:

- ❖ Land Clearing
- ❖ Debris Removal
- ❖ Grading and Excavation
- ❖ Sub-base and Base Preparation

Underground Utility Installation:

- ❖ Water Distribution System
- ❖ Sewer Collection System
- ❖ Drainage Collection System

Road Construction

- ❖ Clearing and Grubbing
- ❖ Earthwork
- ❖ Concrete
- ❖ Paving

SERVICE SUMMARY – NAICS Codes

We are a full-service General Contracting and Construction Management support services firm, specializing in Site work, Earthwork, Utilities, Site Concrete, Asphalt and Paving.

KAILAS CONTRACTORS currently offer the following services:

NAICS Codes:

221310	Water Supply and Irrigation Systems
221320	Sewage Treatment Facilities
236115	New Single-Family Housing Construction
236116	New Multi-Family Housing Construction
236117	New Housing Operative Builders
236220	Commercial and Institutional Building Construction
237110	Water and Sewer Line and Related Structures Construction
237210	Land Subdivision
237310	Highway, Street, and Bridge Construction
237990	Other Heavy and Civil Engineering Construction
238110	Poured Concrete Foundation and Structure Contractors
238120	Structural Steel and Precast Concrete Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors

COMPANY LICENSES AND CERTIFICATIONS

- ❖ General Contractor from the State of Florida
- ❖ Underground Utility and Excavation Contractor from the State of Florida
- ❖ Grading Contractor – Miami Dade County
- ❖ Utility Contractor – Miami Dade County
- ❖ Paving Contractor – Miami Dade County
- ❖ DBE – Florida Department of Transportation
- ❖ CBE & DBE – Certification Broward County
- ❖ SBE Certification
- ❖ Quality Control QC Manager –Florida Department of Transportation
- ❖ Asphalt Paving Level I and Level II –Florida Department of Transportation
- ❖ Maintenance of Traffic MOT Supervisor – FDOT Advance Training
- ❖ OSHA Certificate Hazardous Material
- ❖ Erosion and Sedimentation Control Inspector DEP
- ❖ Minority Certification City of Miami
- ❖ OSHA Training and Certification
- ❖ Certified Divers

COMPANY SAFETY PLAN

KAILAS CONTRACTORS are committed to the concept of Zero Injury Construction. This is our realistic goal, utilizing the premise that accidents can be prevented. We at KAILAS CONTRACTORS are dedicated to providing a safe work environment and maintaining an accident-free workplace and Zero Injury Construction.

An important aspect of any safety program is to communicate the proper message to the employees. KAILAS CONTRACTORS accomplishes this through a series of meetings and training which involve everyone from the laborer to the president of the company and everyone is encouraged to provide feedback and ideas in regard to safety on the jobsite. A pre-construction meeting is performed for critical activities such as maintenance of traffic operations, utility installation, concrete pours, paving operations, etc. This guarantees that all parties are fully aware of how that component of the construction process will be coordinated. In these meetings safety issues are accounted for and addressed.

Pre-task plans or hazard analysis are reviewed by the foremen and his crew prior to the start of the activity. Items such as proper safety procedures, access, tools, and materials are addressed with every member of the crew. The hazards associated with the activity are reviewed and preventive measures are established. The pre-task plans serve to document training, increase safety awareness, reduce accidents, and create employee interaction.

COMPANY OWNERSHIP

KAILAS CONTRACTORS is a minority owned corporation. Its founder, Jorge Paz, is the president and sole owner of the company.

COMPANY HISTORY

Since its creation in 2004 as a Minority Business Kailas Contractors is an Engineering Construction Company specializing to serve clients that manage, maintain, and plan for infrastructure, residential, commercial, and institutional projects. We provide exceptional quality and service, without compromising cost and schedule.

With our in-house Engineers, Field Operators and Equipment, all having the drive of gaining excellence in our trade, we aim to move forward in becoming the Contractors that Clients rely on. We have made ourselves more competitive by obtaining DBE/CBE/CSBE/SBE & 8a certifications.

With that in mind, we have a high probability of obtaining projects because of our certifications and our in-house resources which allow us to complete the job at a more competitive rate as compared to our competition. For the past years we have associated ourselves with major players in the industry and working in partnership with them. Using this strategy, we have been able to open avenues to large sized construction projects. An example of this strategy is our pairing with Dragados USA, Inc for the I-595 Project valued at 1.1 billion USD. Another example is our pairing with Baker Concrete for the Marlin Stadium Project valued at 600 million USD.

Our mission is to build safely, within budget, on schedule, high quality projects. Our services emphasize safety and client satisfaction as its highest priorities. We strongly believe that a partnership between our clients, inspectors, engineers, and our team is the ideal scenario to execute a project.

Kailas has progressed steadily to become a recognized name in the Construction Industry and though relatively young in terms of years, it has compensated by having a team that brings a wealth of construction experience with them. Though Kailas as an organization has worked over 1 million Man-Hours, its team-members have a combined experience of well over 11 million Man-hours!

Kailas is a team member that brings the concept of value engineering, and always offers savings to its client by being proactive and suggesting alternative methods, materials, and scheduling. In an industry that is haunted by cost-overruns, this particular trait is welcomed by Clients, which is why they never hesitate to have us on board.

Kailas currently has a contract with Broward County Water and Wastewater Operations Divisions, PNC2122870B1 - Emergency Installation and Repair Services for Water and Sewer Systems, and as a subcontractor to General Asphalt we are part of the team working in the Annual Civil Repairs contract with Broward County Aviation Division. Additionally, as of April 2022 we had contract PNC2121609B1 - Sidewalk and Drainage Maintenance and Repair with Broward County Highway and Bridge Maintenance Division.

Organization Chart

It is our belief that a company is as good as its employees.

Kailas is an Equal Employment Opportunity Employer and has a diverse workforce. We have stringent criteria for Human Resource which is based on a combination of aptitude, talent, and attitude. We believe in hiring people with a proven track record of excellence and share a common philosophy that if a job is worth doing then it is worth doing it well.

Our Engineers are encouraged to pursue academic achievements with the result that we have Engineers and staff with master's degrees related to our industry.

The following are the key personnel in Kailas:

- ❖ Jorge Paz – President
- ❖ Susana Bernal – Project Director
- ❖ Luis Rosero - Construction Manager
- ❖ Carlos Alvarez - Superintendent
- ❖ Maria Victoria Paz - EEO Officer & Administrative Manager
- ❖ Angela Martinez - HR Manager

Pictorial Gallery of Projects

1) Ravenswood Road Reconstruction

As prime contractor for Broward County (Federal funds, DOT standards and supervision), we were responsible for the construction of a two-lane urban section with raised medians and traffic separators.

The work involved:

- a) 0,95 miles of two-lane roadway (including subbase, base and asphalt paving).
- b) Drainage system with more than 4,450 feet of pipe and 35 structures.
- c) Five-foot bike lanes.
- d) Concrete sidewalk.
- e) Landscaping and irrigation.
- f) Guardrail, pavement marking and signage.

The project was valued at **\$ 4,266,828.22** and was completed on schedule.



2) Hole in a donut Everglades National Park Clearing:

As prime contractor for the National Park Service, we were responsible for the clearing of 233 acres of invasive vegetation at Everglades National Park.

The work involved:

- a) Disposal mound preparation
- b) Haul route preparation
- c) Vegetation clearing
- d) Bulk material hauling
- e) Final scrape

The project was valued at **\$ 1,954,369.76** and was completed on schedule.



3) Miramar Regional Park

As prime contractor for the City of Miramar, we were responsible for the construction of a new parking lot including its access roads.

The work involved:

- a) 15,270 SY of 12" stabilized subgrade, 8" base and 1.5" asphalt paving.
- b) 2,723 lf of pipe and 32 structures for drainage system.
- c) 52,793 SY of 12" stabilized subgrade and hydroseeding.
- d) 460 SY of sidewalk, 3,713 lf of type D curb and 1,530 lf of header curb.

The project was valued at **\$ 1,411,047.81** and was completed on schedule.



4) Expanded Lloyds Estates Residential and Industrial Drainage Improvement

Condotte Kailas JV was responsible for the construction of the Storm Water Master Pump Station and District Drainage Improvement, and Complete Neighborhood Improvement to increase drainage capacity.

The work involved:

- a) Master Pump Station
- b) Site Preparation
- c) Earthworks
- d) Drainage
- e) Water Main
- f) Grading & Compaction
- g) Concrete Installation of Pathway & Curbs
- h) Preparation of Topsoil for Landscaping

The project was valued at **\$ 8,232,420.00** and was completed on schedule



5) I-595 Greenway Construction:

As subcontractors to Dragados USA, we were responsible for the construction of the Greenway West, from 136th Avenue to University Drive.

The work involved:

- i) Clearing & Grubbing
- j) Site Preparation
- k) Earthworks
- l) Grading & Compaction
- m) Concrete Installation of Pathway & Curbs
- n) Preparation of Topsoil for Landscaping
- o) Preparation for Sound Barrier Walls

The project was valued at **\$ 1,541,921.24** and was completed on schedule.



6) Marlins Stadium:

As subcontractor to Baker Concrete, we were responsible for the construction of the Marlins Stadium.

The work involved:

- a) Preparation, Grading & Compaction of Slab on Grade
- b) Excavation & Backfilling
- c) Stadia on Grade
- d) Grading & Compaction of Ball Park

The project is valued at **\$ 337,753.36** and was completed on schedule.



7) NE 35th Avenue Improvements:

As Prime Contractor for Miami-Dade Water & Sewer Department, we were responsible for the Construction of a 24" Force-main.

The Work involved:

- a) Installation of 24" Force-main C900 Pipe
- b) Installation of 12" Force-main
- c) Tie-ins with existing Force-main
- d) Excavatable Flowable Fill Installation
- e) Earth Works
- f) Milling & Resurfacing
- g) 6500 PSI Stamped Colored Concrete Crosswalks

The project was valued at **\$ 519,980.14** and was completed on schedule.



8) SW 62nd Avenue Improvements:

As Prime Contractor for Miami Dade Public Work Department, we were responsible for the Reconstruction of SW 62nd Avenue from SW 64th Street to SW 70th Street.

The Work involved:

- a) Complete Drainage Works including Installation of Drainage Structures & 1400+ Feet of 36" French Drain
- b) 9 Feet wide Concrete Sidewalks and curbs
- c) Earthwork
- d) Base Work
- e) Asphalt Work

The project is valued at **\$ 1,298,647.50** and was completed on schedule.



9) Port of Miami Terminal B & C Improvements:

As Prime Contractor for The Port of Miami, we were responsible for the Reconstruction of the Roadway between Terminal B&C + Taxiway.

The Work involved:

- a) Excavation
- b) Lime Rock Base Adjustment
- c) Milling & Resurfacing using SP9.5

The project was valued at **\$ 189,607.25** and was completed ahead of schedule.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CGC1507261

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PAZ, JORGE

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE FL 33330

LICENSE NUMBER: CUC1223706

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

November 3, 2022

Mr. Jorge Paz

KAILAS CORP. dba KAILAS CONTRACTORS

12565 Orange Drive, Suite 410

Davie, Florida 33330

Dear Mr. Paz:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certifications are continuing from your anniversary date but are contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE and SBE programs within **thirty (30) days** from your anniversary may result in the expiration of your firm's certifications. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237110, 237990, 238110, 238910

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2022.11.07 13:56:10
-0500

Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: AUGUST 6TH



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

April 4, 2023

**Mr. Jorge Paz
KAILAS CORP
12565 Orange Drive, Suite 410
Davie, Florida 33330**

ANNIVERSARY DATE – Annually, on January 31st

Dear Mr. Paz:

Broward County is pleased to announce **KAILAS CORP** has renewed its certification as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE certification continues from your anniversary date but is contingent upon Kailas Corp. renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). **OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility.** Failure to continue your eligibility will result in immediate action to decertify Kailas Corp. as a Disadvantaged Business Enterprise (DBE).

DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Kailas Corp.

As long as Kailas Corp is listed in the DBE Directory, it is considered DBE Certified by all Florida UCP Members.

Kailas Corp will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

DBE certification is **NOT** a guarantee of work, but enables Kailas Corp to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Re: KAILAS CORP.

April 4, 2023

If, at any time, there is a material change in Kailas Corp including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Kailas Corp, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Kailas Corp may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

NAICS CODE: 236115 Single-Family Housing Construction (except For-Sale Bldrs.)

NAICS CODE: 236116 Multifamily Housing Construction (except For-Sale Builders)

NAICS CODE: 236117 New Housing For-Sale Builders

NAICS CODE: 236118 Residential Remodelers

NAICS CODE: 236210 Industrial Building Construction

NAICS CODE: 236220 Commercial and Institutional Building Construction

NAICS CODE: 237110 Water & Sewer Line and Related Structures Construction

NAICS CODE: 237120 Oil and Gas Pipeline and Related Structures Construction

NAICS CODE: 237310 Highway, Street, and Bridge Construction

NAICS CODE: 237990 Other Heavy and Civil Engineering Construction

NAICS CODE: 238110 Poured Concrete Foundation and Structure Contractors

NAICS CODE: 238120 Structural Steel and Precast Concrete Contractors

NAICS CODE: 238910 Site Preparation Contractors

NAICS CODE: 484110 General Freight Trucking, Local

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

SANDY-MICHAEL
MCDONALD

Digitally signed by SANDY-
MICHAEL MCDONALD
Date: 2023.04.05 15:47:39
-04'00'

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 23-019.

NW 1ST STREET DRAINAGE IMPROVEMENTS

2. This sworn statement is submitted by: Kailas Corp.

(name of entity submitting sworn statement)

its business address is: 12565 Orange Drive, Suite 410, Davie, Florida 33330

Federal Identification Number

(FEIN) is: 20-1135954

(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Jorge Paz (PRINT NAME of individual signing this document)

and my relationship to the entity is: President

(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
- ✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

SIGNATURE (of person whose name Date
first appears above)

9/20/2023

STATE OF FLORIDA)
COUNTY OF Broward)

Sworn to and subscribed before me on September 20, 2023, by
Jorge Paza, as President of
Kailas Corp., a _____ corporation/partnership, on behalf of
the corporation/partnership who (check one) [☒] is personally known to me or [] has produced
_____ as identification.

Claudia B.
Signature of Notary Public

Claudia Bernal
PRINTED Name of Notary



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

My commission expires: 11/17/2025

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS**
City's Invitation to Bid No.: 23-019

Kailas Corp.

Name of Bidder

[Signature]
SIGNATURE of Bidder or Authorized Agent of Bidder

Jorge Paz

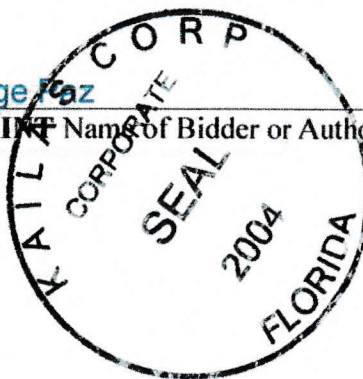
PRINT Name of Bidder or Authorized Agent of Bidder

President

Title

Date

9/20, 2023



STATE OF FLORIDA)

) ss:

COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 9/20/23 as President of Kailas Corp, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.

Claudia B.

Signature of Notary Public

Claudia Bernal

PRINTED Name of Notary



CLAUDIA BERNAL

Notary Public

State of Florida

Comm# HH200039

Expires 11/17/2025

My commission expires: 11/17/2025

EXHIBIT "H"
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jorge Paz, President of Kailas Corp., the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None

Signature (Blue ink only)

Jorge Paz
Print Name

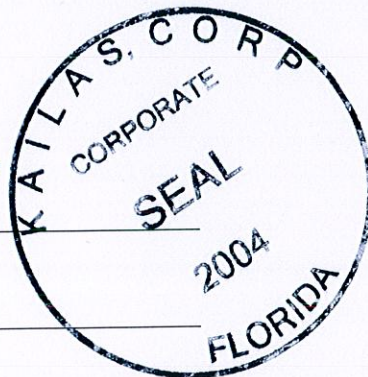


EXHIBIT H- (CONTINUED)

President

Title

9/20/2020

Date

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 9/20/20 as President, of Kailas Corp., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

Claudia B.

Notary Public

Claudia Bernal

PRINT Name of Notary Public

My commission expires: 11/17/2025

EXHIBIT “I”

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Broward County Aviation Department (BCAD)

Address: 320 Terminal Drive, Suite 200, Fort Lauderdale, FL 33315

Telephone number: 954-359-6973

Email address: gdouge@broward.org

Principal contact person(s): Gasser Dougé

Year contract initiated and terminated: 04/2023, On-going

Name of company: Town of Southwest Ranches

Address: 13400 Griffin Road, Southwest Ranches, FL 33330

Telephone number: 954-343-7444

Email address: rley@soutwestranches.org

Principal contact person(s): Rod Ley

Year contract initiated and terminated: 10/2022, 02/2023

Name of company: City of Hallandale Beach

Address: 630 NW 2nd St., Hallandale Beach, FL 33009

Telephone number: 954-457-1607

Email address: jpateau@hallandalebeachfl.gov

Principal contact person(s): Joselaine Pateau

Year contract initiated and terminated: 01/2023, 07/2023

EXHIBIT “K”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "J"

BID BOND

BIDDER

Kailas Corp. dba Kailas Contractors

Name Name

12565 Orange Drive, Suite 410, Davie, FL 33330

Address Address

FLORIDA RESIDENT AGENT

Charles D. Nielson, Nielson, Hoover & Company

Name

15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016

Address

305-722-2663

Phone Fax

SURETY

The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

OWNER

City of Dania Beach, Florida

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

Telephone: (954) 924-6800

Facsimile: (954) 921-2604

PROJECT: NORTHWEST 1ST STREET DRAINAGE IMPROVEMENTS
ITB No. 23-019

09/25/2023

Bid Due Date

N/A

Bond Number

09/25/2023

Bond Date

\$ 10,000.00 (Ten Thousand Dollars and 00/100)

Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Kailas Corp. dba Kailas Contractors

Corporate Name and Seal

(or other Full Legal Name)

Signature

Orge Paz - President

Printed Name and Title

Attest

Sisterhood No.

Attest

IDENTITY OF SURETY

(Attach Power of Attorney)

The Ohio Casualty Insurance Company

Corporate Name and Seal

(or other Full Legal Name)

Signature

Charles D. Nielson, Attorney-In-Fact

Printed Name and Title

Witness:

Haley Blythe

Haley Blythe

Witness:

Alicia Angelillo

Alicia Angelillo

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf

of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. **8205265-964011**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT "L"

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
#1	9/22/2023	Jorge Paz	President	

EXHIBIT “M”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is Jorge Paz, President of Kailas Corp., the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "M"

CERTIFICATION TO ACCURACY OF BID
(continued)

Signature (Blue ink only)

Jorge Paz

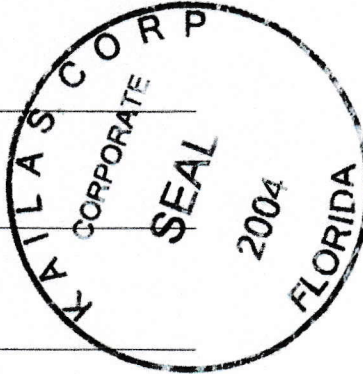
Print Name

President

Title

Date

9/20/2023



STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on 9/20/23 as President, of Kailas Corp., an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Kailas Corp. for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced _____ as identification.



CLAUDIA BERNAL
Notary Public
State of Florida
Comm# HH200039
Expires 11/17/2025

My commission expires: 11/17/2025

Claudia B.
Notary Public
Claudia Bernal.
PRINT Name of Notary Public

EXHIBIT "N"

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Jorge Paz the
(PRINT Name of Authorized Agent)

President of Kailas Corp.

(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

DATE

9/20/2023

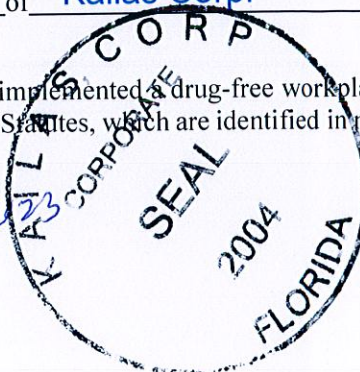


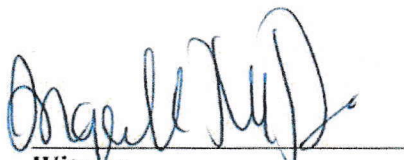
EXHIBIT "O"

ACKNOWLEDGMENT OF CONFORMANCE
WITH
FLORIDA TRENCH SAFETY ACT

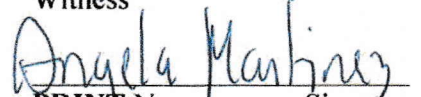
To the City of Dania Beach, Florida:

Kailas Corp., Contractor, acknowledges and agrees that as Contractor for the City of Dania Beach, Florida, which may or will be working within the limits of the City of Dania Beach, Florida, it has the sole responsibility for compliance with all requirements of the Florida Trench Safety Act, Section 553.60 *et seq.* Florida Statutes, and it agrees to indemnify and hold harmless the City of Dania Beach, Florida, its officials, employees, and its agents against any and all legal liability or loss which the City of Dania Beach, Florida may incur due to the Contractor's failure to comply with such Act. **The cost of compliance with all such requirements has been included in the Bid.**

CONTRACTOR:



Witness



PRINT Name Signature

Kailas Corp.

Name of Contractor



Witness PRINT Name, Title

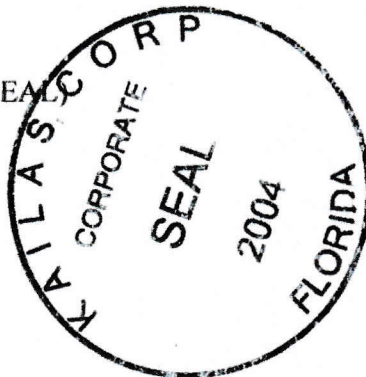
Jorge Paz, President



PRINT Name Date

9/20, 2023

(CORPORATE SEAL)





KAILCON-01

DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2023

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 Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : GuideOne National Insurance Company INSURER B : Landmark American Ins Co INSURER C : Insurance Company of the West INSURER D : AGCS Marine Insurance Co INSURER E : Ironshore Specialty Insurance Company INSURER F :
INSURED Kailas Corp. PO Box 552098 Davie, FL 33355	NAIC # 33138 27847 22837 25445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			56300093500	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			LHA102932	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WFL507176100	6/15/2023	6/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			MXI9307982418906	6/15/2023	6/15/2024	Leased/Rented 250,000
E	Pollution Liability			ICELLUW00151533	6/15/2023	6/15/2024	Each Occurrence 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes Only

☒
☒
☒

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Date
06/23/2023

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PRODUCER Legra Insurance Agency Inc 323 E Hallandale Beach Blvd Hallandale Beach, FL 33009-5526	CONTACT NAME: Ana Legra	
	PHONE (A/C, No, Ext): 9544553938	FAX (A/C, No): 9544552922
	E-MAIL ADDRESS: lia@legrainsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Infinity Assurance Insurance Company	
INSURED KAILAS CORP 12565 Orange Dr Davie, FL 33330	NAIC #	
	39497	
	INSURED B :	
	INSURED C :	
	INSURED D :	
	INSURED E :	
INSURED 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	POLICY EXP	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
A	AUTOMOBILE LIABILITY			509820047898001	06/15/2023	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	☒ 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						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				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)

CERTIFICATE HOLDER

for information only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA:
Business Name: KAILAS CORP

Receipt #: 180-230620
Business Type: GENERAL CONTRACTOR

Owner Name: JORGE PAZ
Business Location: 12565 ORANGE DRIVE #410
DAVIE
Business Phone: 305-722-0099

Business Opened: 01/26/2010
State/County/Cert/Reg: CGC1507261
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
4

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

KAILAS CORP
12565 ORANGE DRIVE #410
DAVIE, FL 33331

Receipt # WWW-21-00259560
Paid 09/21/2022 27.00

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

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State/County/Cert/Reg: CGC1507261
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
4

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt # WWW-21-00259560
Paid 09/21/2022 27.00



TOWN OF DAVIE
Business Tax Receipts Division
8800 SW 36th Street, Davie, FL 33328
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

Business Name: KAILAS, CORP.
Address: PO BOX 552098

City, ST, Zip: DAVIE, FL, 33355

	TOWN OF DAVIE Business Tax Receipt Effective Date: 10/1/2022 Expiration Date: 9/30/2023	License Number 115								
<table><tr><td>DBA Name:</td><td>Business Phone: (305) 722-0099</td></tr><tr><td>Business Name: KAILAS, CORP.</td><td>Square Footage: 470</td></tr><tr><td>Address: 12565 ORANGE DR 410</td><td></td></tr><tr><td>City, ST, Zip: DAVIE, FL, 33330</td><td></td></tr></table>			DBA Name:	Business Phone: (305) 722-0099	Business Name: KAILAS, CORP.	Square Footage: 470	Address: 12565 ORANGE DR 410		City, ST, Zip: DAVIE, FL, 33330	
DBA Name:	Business Phone: (305) 722-0099									
Business Name: KAILAS, CORP.	Square Footage: 470									
Address: 12565 ORANGE DR 410										
City, ST, Zip: DAVIE, FL, 33330										
License Type: Contractor Engineering										
CERTIFICATE OF USE										
*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership. **The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.										



Finance

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a Resolution authorizing the award of RFP 2023-021 entitled "Production and Printing of a Commemorative Publication", and to authorize the City Administration to negotiate and enter into an agreement with Island Syndicate Holdings LLC in an amount that may exceed the annual vendor threshold amount of \$50,000.

Request:

The Finance Department requests approval of a Resolution authorizing the award of RFP 2023-021 entitled "Production and Printing of a Commemorative Publication", and to authorize the City Administration to negotiate and enter into an agreement with Island Syndicate Holdings LLC in an amount that may exceed the annual vendor threshold amount of \$50,000.

Background:

The City Commission directed the City Manager to issue a Request for Proposals (RFP) for the Production and Printing of a Commemorative Publication to celebrate the 120th Anniversary of Dania Beach, from its historic beginnings as Broward's first city, to its current standing as a prime site for commercial development and a premier community in which to live, work, play, and visit.

On September 5, 2023, the City issued RFP 2023-021 "Production and Printing of Commemorative Publication" (the "Project") and proposals were publicly opened on September 26, 2023, with one (1) qualified proposal received from Island Syndicate Holdings LLC.

On October 30, 2023, the bid committee, comprised of the Deputy City Manager, Marketing and Communications Division Director, and Chief of Staff met and determined that the proposal is responsive. The City Administration recommends that the City Commission award RFP 2023-021 to Island Syndicate Holdings LLC and authorize the City Administration to negotiate and enter into an agreement for the Project.

Budgetary Impact

That the funding for the Project is available and appropriated within the City Commission Contingency Account No. 001-18-00-519-99-10 and upon execution of the agreement, the final negotiated cost will be transferred to the City Commission Professional Services Account No. 001-11-01-511-31-10.

Recommendation

Approve the Resolution authorizing the award of RFP 2023-021 entitled "Production and Printing of a Commemorative Publication", and to authorize the City Administration to negotiate and enter into an agreement with Island Syndicate Holdings LLC in an amount that may exceed the annual vendor threshold amount of \$50,000.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF REQUEST FOR PROPOSALS NO. 2023-021, ENTITLED, “PRODUCTION AND PRINTING OF COMMEMORATIVE PUBLICATION” AND TO AUTHORIZE THE CITY ADMINISTRATION TO NEGOTIATE AND ENTER INTO AGREEMENT WITH ISLAND SYNDICATE HOLDINGS LLC IN AN AMOUNT THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,0000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission directed the City Manager to issue a Request for Proposals (RFP) for the Production and Printing of a Commemorative Publication to celebrate the 120th Anniversary of Dania Beach, from its historic beginnings as Broward’s first city, to its current standing as a prime site for commercial development and a premier community in which to live, work, play, and visit; and

WHEREAS, on September 5, 2023, the City issued RFP 2023-021 “Production and Printing of Commemorative Publication” (the “Project”) and proposals were publicly opened on September 26, 2023, with one (1) qualified proposal received from Island Syndicate Holdings LLC; and

WHEREAS, on October 30, 2023, the bid committee, comprised of the Deputy City Manager, Marketing and Communications Division Director, and Chief of Staff met and determined that the proposal is responsive; and

WHEREAS, the City Administration recommends that the City Commission award RFP 2023-021 to Island Syndicate Holdings LLC and authorize the City Administration to negotiate and enter into an agreement for the 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 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 negotiate and execute a final agreement with Island Syndicate Holdings LLC that may exceed the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00) for the Project and in accordance their

Cost Proposal, a copy of which Proposal is attached as Exhibit “A” and made a part of and incorporated into this this Resolution by this reference.

Section 3. That the funding for the Project is available and appropriated within the City Commission Contingency Account No. 001-18-00-519-99-10 and upon execution of the agreement, the final negotiated cost will be transferred to the City Commission Professional Services Account No. 001-11-01-511-31-10.

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

Section 5. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

PASSED AND ADOPTED on _____, 2023.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



PRODUCTION AND
PRINTING OF
COMMEMORATIVE
PUBLICATION
RFP 23-021

Prepared by Calibe Thompson & David I Muir

Presented September 21, 2023

islandsyndicate.com
calibe@islandsyndicate.com | 305-342-5314
david@islandsyndicate.com | 954-200-5110

Executive Summary

About Island Syndicate

Island Syndicate Holdings LLC is a South Florida media and branding agency that creates exceptional content for discerning corporate, governmental and organizational clients. Specializing in print publishing, photography and video production, the company has provided services with a mission of “storytelling excellence” since 2015. Our office is located at 1915 NE 45th Street, Suite 107, Fort Lauderdale, FL 33308.

Island Syndicate is led by Calibe Thompson (publishing and operations lead), and David I. Muir (photography and client relationship lead), with core team member Hannah Gulics offering support (project coordination). While our photography team is primarily in-house, we are flexible enough to scale with our workload because we engage a network of freelance contractors for our changing writing, editing and design needs.

Proposal Summary

The company seeks to create a keepsake publication to commemorate the 120th Anniversary of incorporation of the City of Dania Beach. Attractive and content-rich, this printed piece will be distributed as a treasured memento to key partners, constituents and dignitaries in Dania Beach, and may be made available as an item for purchase appealing to both locals and visitors.

This timeless keepsake will catalog, in beautiful images and endearing words, Dania Beach's transformation and growth from an 1890s settlement by 12 Danish families, through its November 1904 incorporation as Broward's first city, to its current position as a leading South Florida destination to “Sea, Live and Love.” The book will include the overarching themes: Then, Now and Tomorrow -- to present a chronological storytelling.

The glossy publication will celebrate the city's humble beginnings and show its tremendous forward progress through:

- Text encapsulating key milestones in the journey from its origins as the simple Modello neighborhood in the late 19th century to the thriving city that is currently Dania Beach.
- A visual timeline of the city's evolution.
- Quotes and anecdotes from past and present Commissioners, Mayors, City Managers and key figures in the community.
- Recognizing people, places and milestones of significance to Dania Beach.
- Archival and current images showing the evolution of landmarks, institutions and parks.
- A showcase of the key events hosted in the City.
- And more.

Please Note: A more detailed outline of page content will be developed after our first content meeting with the city's team.

Relevant Project Experience:

Below, please see a list of clients to whom we have provided relevant project services, as well as synopses of the related projects and scopes of work completed since 2017 (6 years).

- **Aqua Marketing & Communications / Visit Lauderdale**
Explore Greater Fort Lauderdale Magazine, 10 issues (2020-2021), 10 issues (2023)
A visitor guide series representing all 31 municipalities in Broward County. Scope included research, writing, photography, layout, printing, distribution and development of digital flipbook versions.
- **City of Miami Gardens**
City of Miami Gardens 20th Anniversary Hardcover Keepsake Book (2022-2023)
A history of the City of Miami Gardens from its original settlement in the 1920s to its eventual first and second attempts at incorporation, culminating in an overview of current and future city initiatives, often featuring stories shared by city founders as well as former and current elected officials. Scope included research, writing, photography, layout and printing.
Island Syndicate published a single turnkey “Discover Miami Gardens” magazine for the municipality ahead of their 2020 destination event period (Superbowl, F1, Miami Open, Jazz in the Gardens), published a city map and guide with ADA compliant digital version, and has interviewed city officials for the city’s quarterly newsletter since 2021.
- **City of Lauderhill**
Multi-year Lauderhill Spotlight newsletter contract (since 2020)
Three times each year, Island Syndicate gathers images and information provided by the City of Lauderhill to edit, design, print, distribute (via USPS) and deliver with an ADA compliant digital version for their “Lauderhill Spotlight” newsletter.
Island Syndicate has published three turnkey “Destination Lauderhill” visitor guides for the city as well.
- **Jamaica Tourist Board**
Lifestyle Photography (2021)
In 2021, the Jamaica Tourist Board retained Island Syndicate to capture a lifestyle campaign image series for their international promotions. We captured footage of many iconic spots and sites throughout all 14 parishes of the country, with resulting images used both for print and digital tourism promotions, and in our proprietary keepsake book.
- **Proprietary**
Pieces of Jamaica (2022)
A second edition coffee-table book celebrating Jamaica during its 60th year of independence. All photos, writing, research and archival insertions, as well as printing and sales were coordinated internally.
- **Proprietary**
Island Origins Magazine (2017 - 2022)
Island Syndicate’s Caribbean-American lifestyle publication was printed quarterly for five (5) years and was the winner of nine (9) Florida Magazine Association awards for excellence in writing and photography.

We believe that our years of experience managing multiple detail-oriented publishing projects, our flexibility and our network of qualified contractors makes us uniquely qualified to deliver this project on-time and within our stated budget.

Please Note: Timely delivery and adherence to milestones require timely client and resource partner responses. A key element of the project's success is clear and timely communication and access to information, interview subjects and related resources.

Approach - Project Process

Island Syndicate acknowledges the city's need to commemorate 120 years of its rich history. Per RFP requirements, Island Syndicate is capable of managing and executing this project from concept to completion.

Our publishing process includes the following:

- **Planning** - Meeting with the city's liaison, historian, public information agent, city manager, sponsors and any other key stakeholders to ensure that the overall vision for the project is aligned from the beginning. Creating a chapter outline for what content will be allocated page by page, and what archival and current images will be gathered. Working with the city's team to ensure approval and sign off on the finalized detailed plan before formal content generation begins. This early stage also includes the development of a custom branding guide / template for proposed page layout styling.
- **Coordination** - Working with the city's team to schedule interviews, information gathering, coordinate delivery of archival images, access oral histories, coordinate photo shoots and other related activities.
- **Research** - Reviewing all provided assets, information, histories, archival news clipping etc and composing them into a cohesive framework.
- **Original photography** - Shooting lifestyle and beauty shots of approved locations throughout the city of Dania Beach to show the current profile of the city.
- **Stock Photography** - Acquiring archival images that may or may not have a licensing cost attached to them, including the use of some newspaper clippings.
- **Writing** - Final written content creation.
- **Editing** - Professional copyediting for fact checking, easy to read narratives, proper grammar and an error-free final product. Image editing will ensure that colors, contrast and overall visual aesthetic remains consistent from page to page.
- **Layout** - Page by page graphic design layout to include chapter titles, text and images, as well as timelines, photo journals and any other non-standard content element.
- **Review rounds** - Upon delivery of a first complete draft of the book, we will facilitate multiple review rounds until the client is satisfied with content quality.
- **Printing and delivery** - Printing coordination with our professional print partner to deliver copies of a high-quality, individually-wrapped hardcover book with embossed dust jacket and Smythe sewn binding F.O.B direct to Dania Beach City Hall or other specified address city provides. It is highly recommended that the delivery site has a forklift and delivery bay.

Our team uses the Google GSuite of services, along with customized project management software, to keep track of our projects. We stay abreast of current technology trends for our photography equipment and methods. Our visual content creators and editors work to the specs provided for our visual aesthetic as well as technical printing needs. Our researchers, writers and copyeditors ensure that content is accurate and reader-friendly.

Regardless of these processes, our clients may have alternate thoughts about best verbiage or how certain subjects should be approached. We check in periodically to ensure that we remain aligned, and do not go to print until our client is more than satisfied with the product to be delivered.

Timeline (Estimated)

To allow a six-month minimum production window (excluding printing), we advise starting detailed planning by November 2023. (Exact working timeline to be confirmed).

- First full draft delivered by May 1st, 2024.
- Final content approval by July 15th, 2024.
- Printed and delivered by October 15th, 2024.

Marketing Strategy Options for Sales Revenue

In order for the city to generate additional income from this commemorative keepsake, we recommend that the general marketing strategy include:

- Retail sales through high-traffic hotels and stores in the city.
- Digital and on-site / in-store advertising.
- Development of a custom video commercial for display on the city website, on screens and for digital promo campaigns.
- A celebratory social event to recognize the city's milestone anniversary, while also showcasing the book.

Additional Services Available

Videography Service to Capture Launch Event

1/2 day shoot with edited highlight reel for promotion on Dania Beach website and social pages - \$3,500

Create a Custom Video Commercial for the 120th Anniversary Keepsake

This promotional piece will be broadcast on the city's website, shown in partner and sponsor venues, promoted via YouTube advertising, and shared as a general marketing piece to be used in various media platforms and outlets - \$6,000 to \$12,000

Any or all of the above could be combined in marketing efforts to promote knowledge of the anniversary keepsake, enhancing the potential number of book sales for the city.

Printing Recommendation

Print Details:

- Project 12" x 12" hardcover book
- Page Size: 12"x 12"
- Text paper + endpaper + case + dust jacket
 - Dust jacket: 4/0c + matte lamination on 157gsm gloss art paper
 - Hardcover: 4/0c + matte lamination on 157gsm gloss art, mounted on 3mm greyboard
 - Text: 4/4c on 128gsm matte art paper
 - Ends: 1/1c on 160gsm white woodfree paper
- Binding: Section sewn, cased in with H&T bands.

We recommend printing at least 1,000 copies to satisfy:

- Sponsor allocations of 50 - 100 copies each
- City leaders, keystaff and VIP gifts for the 120th anniversary celebration
- An allocation for gifts to visiting dignitaries and potential investors in the coming years
- An allocation for sales over the coming years

Invoicing

Island Syndicate will invoice the City of Dania Beach every 30 days as per the RFP procedure requests at a rate of 10% of the project cost every month for 10 consecutive months.

References

Below, please see a list of clients to whom we have provided relevant project services including the publishing of various magazines, newsletter publications and keepsake books.

- Aqua Marketing & Communications - Fran Vaccaro - 954-612-8644
- City of Miami Gardens - Tamara Wadley - 786-509-8850
- City of Lauderhill - Leslie Johnson - 954-730-3082
- Jamaica Tourist Board - Karlene Shakes - 305-495-9511
- Visit Lauderdale - Stacy Ritter - 954-767-2443

Proposed Pricing Tiers and Options

(Our standard pricing per page is \$1,000).

60 Pages (Basic) - discounted to \$950 per page

This is the minimum suggested page allocation. While major milestones will be recorded, it is likely that many key dates and events may be omitted due to space constraints.

60 Page Content Development = \$57,000

Printing: 1,000 books at \$15 per book = \$15,000

Tier 1 Total Project Price:

\$72,000 / Seventy-two thousand dollars

96 Pages (Recommended) - discounted to \$850 per page

It is highly recommended that, for a history of 120 years, at least 96 pages be allocated to avoid omitting key milestones and acknowledgements important to the story of the city.

96 Page Content Development = \$81,600

Printing: 1000 books at \$18 per book = \$18,000

Tier 2 Total Project Price:

\$99,600 / Ninety-nine thousand six hundred dollars

132 Pages (Deluxe) - discounted to \$850 per page

With 132 pages we are confident that we can cover the history and all key milestones in sufficient depth, and include enriching anecdotes, images and archival support content. This option will allow us to work comfortably and provide the best coverage of the long and vibrant history of Dania Beach. This is the most comprehensive option.

132 Page Content Development = \$112,200

Printing: 1,000 books at \$20.00 per book = \$20,000

Tier 3 Total Project Price:

\$132,200 / One hundred thirty-two thousand, two hundred dollars

Supplementary Attachments:

1. Sample Content Plan: City of Miami Gardens 20th Anniversary
2. City of Miami Gardens 20th Anniversary Keepsake (Sample)
3. Pieces of Jamaica 2022 (Sample)
4. Explore Greater Fort Lauderdale: Dania Beach (2021)
5. Reference letters (4)
6. CBE / SBE and WBE certifications

Sample Content Plan: City of Miami Gardens 20th Anniversary

Below is an example of the first step in the project process. After detailed communication with this city's liaison, a section by section content plan for their project was created. This first draft was developed into additional, more detailed iterations before the final bulleted page plan was delivered for approval (milestone 1), and interviews and content creation began.

General Content and Themes

The book will include the themes, Then, Now and Tomorrow, to present a chronological storytelling of the City of Miami Gardens' progression.

An abbreviated graphical timeline will run along the bottom / footer of each page with dates, notable events and historic moments corresponding with the subject matter being explored on the page above.

An opening section will present a foreword by Mayor Harris, introduce readers to Miami Gardens as a trailblazing community, display a two-page graphical timeline spread of major events in the City's history, and offer a preview of what can be found within the book. Subsequent sections will highlight:

THEN

Main Feature:

The City of Destiny — Miami Gardens: A City's Evolution

The story behind the birth and growth of the City. Embellished with pull quotes and archival and contemporary images drawing attention to key moments along the City's journey.

- Carol City before incorporation.
- The years-long process of becoming "Miami Gardens."
- Important milestones leading up to, and then from the City's incorporation until now.
The turning point that inspired City incorporation
- The initial vision for Miami Gardens

Faces of Miami Gardens

Archival images of the founding members of Miami Gardens, with quotes from each, giving insights into their time fighting for the City's incorporation, what their vision was at the time, canvassing teams (Members of the 1st and 2nd)

- Founding City Council
- First Mayor
- First City Manager
- Other notable people

NOW

It's Where You Want to Be

The grand vision / values including:

- Promoting Black homeownership
- Maintaining a consistent monetary surplus
- Current developments and Miami Gardens' prestigious All-America City profile
- Creating facilities and resources such as the Marketplace as a way to support small and minority businesses
- Initiatives such as the community garden as a way to maintain healthy living, etc.

Entertainment Destination:

Photo highlights of Miami Gardens' world class events with brief write ups on the history of each, including:

- Jazz in the Gardens
- Super Bowl
- Orange Bowl
- F1
- Miami Tennis Open
- Rolling Loud
- Various concerts, games and events at Hard Rock Stadium

A Photojournal:

Landmarks, Parks & Arcs: The Iconic Locations of Miami Gardens

Large photos with short histories and factoids on each of these locations.

Sunshine State Arch

- St. Thomas University
- Florida Memorial University
- Hard Rock Stadium
- Calder Casino
- Gardens Promenade
- City Hall
- Jessie Trice Community Health Center
- Bunche Park, Rolling Oaks Park, Buccaneer Park, Carol City Park, etc.

Faces of Miami Gardens

Contemporary lifestyle / candid / community images of the people of Miami Gardens, with quotes from each, reflecting on 20 years of Miami Gardens. Including:

- Locals and stalwart community leaders (We can get recommendations from Mayor Harris).
- Local celebrities like Rick Ross and Flo Rida.

TOMORROW

A short review of the current Councilmembers' vision for the future of Miami Gardens, including:

- Renderings of new developments
- World Cup 2026
- College football 2026
- New annexing to expand the boundaries of the City, etc.
- Multi-year deal with F1
- Metaverse (optional)
- New transportation vision (optional)



City of Dania Beach
Community Development
Memorandum

DATE: 11/14/2023

TO: 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, Deputy Director
Claudia Viviana Batista, P&Z Manager

SUBJECT: SP-65-22/OT-066-22/OT-067-22/OT-061-23/OT-063-23/OT-064-23/OT-072-23
/VA-058-23/VA-062-23: The applicant and property owner, 501 Stirling Road
LLC, requests approval of a Site Plan, Design Variations, Variances and Plat to
allow the construction of a 10,000 square foot hardware store development on the
property at 501 Stirling Road.

Request:

VARIANCES

1. STREET LANDSCAPING REQUIREMENTS

To provide zero (0) street trees, where three (3) Sabal Palms are required per Code Sec. 307-20(A) of the Land Development Code (LDC). (VA-058-23)

1. PARKING LOT DESIGN

To allow dead-end parking where a turnaround is required per the LDC per Code Sec. 265-110(C)(7). (VA-062-23)

DESIGN VARIATIONS

BUILDING PLACEMENT

1. To allow for a setback of eighteen foot and four inches (18'4") to the NE side corner setback where zero-to-five-foot (0-5') is required per City's Land Development Code (LDC) Sec. 303-50(E).

1. To allow for a setback of ten-foot (10') to the north boundary line where zero-to-five-foot (0-5') is required per the City's Land Development Code (LDC) Sec. 303-50(E).

FRONTAGE STANDARDS

1. To allow thirty-four percent (34%) of the primary layer façade on Phippen Waiters Road to accommodate lot access and parking where fifty percent (50%) of the building façade is required per City's LDC Sec. 303-50(F).

FRONTAGE DESIGN STANDARDS

1. To allow sixty percent (60%) of glazing on primary elevation along Stirling Road, where the (LDC) requires seventy percent (70%) of translucent glazing on the ground floor per Code Sec. 311-20(E)(1).

VEHICULAR ACCESS REGULATIONS

1. To allow access through a primary street where the City's LDC requires vehicular access from the rear or secondary street only per Code Sec. 306-10(A)(1)(2).

PARKING AND LOADING REGULATIONS

1. To allow loading space to be setback ten feet (10') from a neighborhood residential district boundary when the City's LDC requires a minimum separation of fifty feet (50') as per Code Sec. 306-30(B).

SCREENING REQUIREMENTS

1. To allow landscape in lieu of street wall to shield vehicular use areas as required by Code Sec. 307-20(G)

SITE PLAN APPROVAL

The applicant is requesting Site Plan approval for the construction of a 10,000-square-foot hardware store.

Background:

The subject property is a 0.675-acre parcel and is composed of three parcels located south of Stirling Road and west of Phippen Waiters Road. The property used to be a convenience store and a vacant lot, which has closed off in preparation for the proposed development. The site is surrounded by mostly commercial to the north and west, residential single-family to the south, and vacant land to the east. Approval of the requested site plan would allow for the development of a new 10,000-square-foot hardware store.

Variances

STREET LANDSCAPING REQUIREMENTS

The applicant is requesting a variance to install landscape and streetscape design along Phippen Waiter Road as required per Section 307-20(A) of the LDC. The LDC requires street tree installation on the right of way. Because the existing roadway is already constructed to the property line, street trees cannot be installed without demolishing the existing sidewalk making it difficult to locate trees. The applicant has proposed a seven (7') foot landscape planting area behind the public sidewalk on private property. They are proposing to plant two Orange Geiger trees to create the street tree appearance outside the public right-of-way. This provision of the LDC is intended to create a uniformed streetscape while establishing a minimum tree count.

The applicant provided the following justification for the variance request based on the variance criteria identified in the City's LDC, Section 625-40:

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criterion, the applicant's justification statement is provided, as well as the Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: As part of the overall urban infill redevelopment, an alternative design is proposed that maintains the basic intent and purposes of the streetscape regulations while addressing the existing conditions on site. As discussed, a landscape strip, including two Orange Geiger trees and various shrubs, has been proposed within the parcel at the back of the sidewalk maintaining the street tree design intent along the roadway. It should be noted that the applicant is providing the code-specific streetscape alongside Stirling Road which is one of two primary road frontages on site.

Community Development staff considers the applicant is working diligently to provide the LDC streetscape requirement considering the current site conditions.

1. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The variance will not be detrimental to the community or surrounding land uses. The variance to omit the street trees in this location to allow for the existing sidewalk to remain will support the existing pedestrian connection to the north and south of the subject site. Additionally, rather than removing all of the per-code streetscape and landscape, the applicant is proposing to meet the look and feel of the district with an offset landscape area. The new trees proposed within the property serve to promote compatibility with surrounding land uses that will or currently have similar street tree plantings within the right-of-way.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

1. "That the requested variance is consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: The variance is consistent with the goals, objectives, and policies of the Comprehensive Plan. The Comprehensive Plan does not specify the location of street trees and therefore there is no impact as a result of this variance request. The plan does discuss pedestrian access and walkability. Keeping the existing sidewalk will further support the goals, objectives, and policies of the comprehensive plan.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective IX Policy 9.4 of Transportation Element: Construction of sidewalks and installation of pedestrian improvements such as benches, interconnected sidewalks and lighting.

1. "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: The unique circumstance of the property in this request is the location of the existing sidewalk within the ROW. The sidewalk is adjacent to the property line to the west and adjacent to the back of the curb to the east, leaving no room for street trees within the ROW unless the sidewalk was demolished. In the situation in which the city and applicant were able to demolish the sidewalk, there would be a very limited sidewalk area, with no available room to plant the correct code-accurate street tree plantings.

Community Development staff agree with this justification.

1. "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community."

Applicant: The applicant is requesting the minimum possible variance, while meeting, to the highest degree possible, additional onsite landscape standards. Although a variance is being requested of the frontage along Phippen Waiters Road, the city should expect to see a fully streetscaped area along Stirling Road as a complement to the proposed variance. As discussed, two Orange Geiger trees and associated shrubs have been proposed on the property, behind the sidewalk, to promote the look of a street tree design along the roadway.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed.

PARKING LOT DESIGN

The applicant is requesting a variance from Section 265-110(C)(7) prohibiting dead-end parking aisles unless certain conditions are met of the Land Development Code. The LDC prohibits dead-end parking unless they are double-loaded, have fewer than 21 spaces, and have a three-point turnaround. The applicant is proposing a twelve (12) space, single-loaded parking aisle

without a turnaround. It is important to note that the vehicular use area is not a dead-end but one-way. In an emergency situation, a vehicle could continue west through the site and exit onto Stirling if required. This provision of the LDC is intended to promote necessary functions of loading, unloading, parking, and traffic maneuvers to be carried in private property in a safe manner.

The applicant provided the following justification for the variance request based on the variance criteria identified in the City's LDC, Section 625-40:

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criterion, the applicant's justification statement is provided, as well as the Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The proposed parking area contains twelve (12) spaces of single-loaded parking aisle at the terminus of a one-way drive, without a turnaround. The row of parking is not located at a dead-end, but it is along a one-way driveway and therefore meets the basic intent and purposes of the regulations particularly as it affects the appearance of the city. In an emergency situation, a vehicle could continue west through the site and exit onto Stirling if required. This design is not specifically addressed by Section 265-110(C)(7). The proposed design may not fully meet the intent of the code section. However, with such limited use and parcel size, the parking, as proposed, best serves to maximize the potential of the site and does not negatively affect the stability and appearance of the city.

Community Development staff agrees with this assessment. The proposed parking meets the second layer requirements and provides access to both streets, Phippen and Stirling if needed in case of an emergency.

1. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The proposed parking area for the site is compatible with the surrounding land uses and will not be detrimental to the community. The subject site is unique as it is landlocked and is a prime example of a parcel fit for infill redevelopment. The site has two primary street frontages and is adjacent to an auto repair shop to the west blocking access to SW 11th Avenue and residential single-family homes directly to the south. The adjacent properties are naturally limiting factors on the site's ability to provide any other form-based method of off-street parking and access (cross access, alleyways, etc.). However, the proposed twelve (12) space, single-loaded parking aisle without a turnaround is compatible with the urban infill nature of the site and the surrounding development within the Community Redevelopment Area (CRA).

The one-way ingress access off Stirling creates a unique scenario as encouraged by the district's form-based code. To provide double-loaded parking to meet the standards of Section 265-

110(C)(7) would be in excess of what is needed on site and not true to the form-based design of the site. Most importantly, it would propose parking above the required amount for the proposed use.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

1. “That the requested variance is consistent with, and in furtherance of, the goals, objectives, and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.”

Applicant: The variance is consistent with the goals, objectives, and policies of the Comprehensive Plan. In numerous locations, the Comprehensive Plan states that adequate parking shall be provided for new development in accordance with the City’s land development regulations (Policy 8.4 and Objective VIII of the Future Land Use Element and Policy 1.27 of the Transportation Element). The proposed twelve (12) space, single-loaded parking aisle without a turnaround is in conformance with all parking requirements established by the land development regulations, with the exception of this variance. Providing double-loaded parking, instead of the single-loaded that is proposed, to meet the standards of Section 265-110(C)(7) would be in excess of what is needed on site and not true to the form-based design of the site and surrounding areas. It would also propose parking which is above what is required for the proposed use, in violation of the parking adequacy requirements of the Comprehensive Plan.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective VIII Policy 8.4 of Future Land use: Adequate vehicular parking shall be provided for new development in accordance with the land development regulations.

1. “That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.”

Applicant: The requirement for one-way access off Stirling Rd to be used solely for site ingress is a unique circumstance facing the subject property. The site is also constrained in its ability to provide for a double-loaded parking configuration and/or a turn-around due to the overall lot depth, width, and total site area. The parking, as proposed, best serves to maximize the potential of the site and meet all other land development regulations.

Community Development staff agree with this justification. The site constraints are a unique circumstance, and the traffic circulation proposed is the best option to maximize the development while complying with most of the LDC requirements.

1. “That the variance requested is the minimum variance that is necessary to afford relief to the petitioner while preserving the character, health, safety, and welfare of the community.”

Applicant: The applicant is requesting the minimum possible variance, while meeting, to the highest degree possible, sufficient parking and access to preserve the character, health, safety, and welfare of the community. On-site parking is proposed in such a configuration deemed necessary by the one-way ingress along Stirling Rd, which works to ensure safety for all users as well as pass-by vehicles and pedestrian traffic.

Community Development staff verifies that this is the minimum variance necessary to accommodate the project as proposed.

Design Variations:

BUILDING PLACEMENT

The applicant is requesting two Design Variations to waive the Neighborhood Mixed-Use (NBHD-MU) District- building placement as follows:

The applicant is proposing to locate the building with a ten-foot (10') setback on the north elevation and an eighteen-foot and four inches (18'4") setback on the northeast corner where zero-to-five-foot (0-5') is required per the City's Land Development Code (LDC) Sec. 303-40(L). This provision of the LDC ensures building placement is close to the property line to create an urban-style development.

The information for each Design Variation provided below from the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The provision for a minimum setback of ten feet (10') on the north elevation is needed due to an existing overhead utility easement along the northern perimeter. The building cannot be located over a designated utility easement. In addition, due to a unique rounding of the property line on the northeast corner, the setback request of the east elevation. Site design is challenging in an urban redevelopment scenario where there are existing sidewalks and utility easements with the addition of new requirements from the Land Development Code. The requested flexibility will result in a superior development than the current use because it will allow more space for streetscape and maintain the easement previously established.

Community Development Staff considers the setback variation request is needed in order to accommodate the existing conditions of the property and maximize the use of the property for the development.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The variation is appropriate to accommodate site conditions not anticipated in these regulations. The ten-foot (10') setback on the north boundary is necessary to maintain the utility easement previously established. It will allow for an increase in sidewalks and the

ability to install streetscape, which will improve pedestrian safety along the roadway. In addition, the eighteen-foot and four-inch (18'4") setback on the eastern side will support pedestrian scale walkability as well as a welcoming and inviting façade with the proposed canopy along the northeast corner. The area creates a visibly landscaped sidewalk area outside the main entrance into the building supporting pedestrian safety.

Community Development staff agree with this assessment.

FRONTAGE STANDARDS

As it is not feasible to have a continuous building within the first layer along Phippen Waiters Road, because of access constraints, the applicant is requesting a variation from Code Sec. 303-50(F) requiring thirty feet (30') minimum depth of building on the first layer as required per the City's Land Development Code (LDC). This provision of the LDC ensures building placement follows a development pattern maintaining the minimum frontage requirements and creating an urban-style development.

The information for each Design Variation provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The request is for a reasonable accommodation of design flexibility since it would limit the potential development and use of the site due to the corner lot disposition of the property. Because of the lot constraints, there is not enough depth to meet the front requirement and provide vehicular access on Second Street. This is in an infill redevelopment consisting of three small parcels. To keep parking thirty feet (30') from Phippen Waiters Road would severely limit the amount of parking for the proposed use and likely make the site undevelopable.

The Community Development Staff considers the frontage standard variation request is needed in order to accommodate property access and parking requirements for the operations.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The applicant is proposing to meet, in excess, the requirements along Stirling Road where proposed parking will be 56 FT from the property line. The location in which the variation is needed, along Phippen Waiters Road, is only for a portion of the roadway. This frontage will be consumed mostly by the building and access driveway. Landscaping, sidewalks, and a pedestrian-scale architectural façade are proposed along Phippen Waiters. The parking is located to the south of the Phippens Waiters driveway and does not diminish the view or design of the building.

Community Development staff agree with this assessment.

FRONTAGE DESIGN STANDARDS

The applicant is proposing shop frontage for architectural treatment with sixty percent (60%) of glazing where the Land Development Code (LDC) requires seventy percent (70%) per Code Sec.311-20(E)(1). This provision of the LDC is intended to promote active sidewalks by promoting lively and visually appealing environments.

The information for each Design Variation provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: Due to the nature of the business being primarily a warehouse with ancillary showroom and retail, the warehouse portion does not require visibility from the exterior and would minimize the security of the merchandise. By providing most of the glazing percentage on the retail component of the building, the applicant meets the requirements of the glazing standards.

The Community Development Staff considers the proposed glazing is prudent based on the use proposed.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The variation is appropriate to reconcile conflicting requirements. The applicant has, to the best of their ability, provided additional glazing along Stirling Road, beyond what is typically required or requested for warehouse use. This additional glazing, although not meeting the architectural requirements, is an effort to maximize the intent of the code on a building that would normally see little to no glazing in the design. As discussed with the city, the Retail use is almost completely glazed.

The Community Development staff agrees with this assessment.

VEHICULAR ACCESS REGULATIONS

The applicant is proposing to provide one-way ingress access from Stirling Road where the Land Development Code (LDC) implements an access hierarchy from the CRA form-based districts to promote vehicular access from the rear yard or secondary street only per Code Sec.306-10(A)(1)(2). This provision of the LDC is intended to maintain the access hierarchy from the CRA form-based districts.

The information for each Design Variation provided below from the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results

in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The applicant is intending with this deviation to mitigate any potential increase in traffic along the immediate right turn area into Phippen Waiters Road by limiting the number of quick succession right-hand turns to get to the potential sole access on-site via Phippen Waiters Road. The request is for a reasonable accommodation to keep the access as one way to maintain the partial form-based design of not having multiple VUA egress points on site. In doing so, the applicant will be limiting the stacking impacts on traffic along Stirling, prior to the light, by not allowing any turning out. Applicant acknowledges the variation in conditions that exist, and the difficulty of accounting for them in a design-specific regulation.

Community Development Staff considers the design variation is needed for traffic circulation of the site and understanding the constraints of the property.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The variation is appropriate to accommodate site conditions not anticipated in these regulations. In effect, the one-way access creates the preferred dead-end situation as detailed under code section 306-10 while maintaining limited access to a difficult corner site.

Community Development staff agree with this assessment.

PARKING AND LOADING REGULATIONS

The applicant is proposing a loading area to be setback eleven feet (11') from the south property line that abuts a neighborhood residential district where the Land Development Code (LDC) requires fifty feet (50') separation per Code Sec.306-30(A). This provision of the LDC is intended to ensure that commercial uses have the necessary buffering from adjacent uses.

The information for each Design Variation provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: Due to the depth of the site and the proximity to the neighborhood residential district, the applicant is requesting a reasonable accommodation of design flexibility to accommodate the loading space and its proximity to the abutting residential zoning district to meet the standards from the LDC for loading spaces.

The Community Development Staff considers the proposed location for the loading space meets the requirements from the Code for the use proposed and results in a superior development because the proposed location for the loading area is screened from street view from Stirling

Road and is in the interior of the lot. Therefore, it will not be visible from Phippen Waiters Road either.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard for which variation is requested.

Applicant Response: The variation is appropriate to accommodate site conditions not anticipated. The loading space is proposed in the most narrowed area of the lot to be far enough from the street view and still meets the LDC regulations. Therefore, the design variation reconciles conflicting requirements for distance separation from abutting neighborhood residential zoning district.

The Community Development staff agrees with this assessment.

SCREENING REQUIREMENTS

The applicant is proposing the installation of enhanced landscaping to shield vehicular use areas where the Land Development Code (LDC) requires a street wall for screening purposes per Code Sec. 307-30(G).

This provision of the LDC is intended to enhance screening and shielding uses from street view to promote active sidewalks and better appearance.

The information for each Design Variation provided below by the applicant addresses the criteria identified in Section 301-50(D) of the LDC:

1. Whether the request is for a reasonable accommodation of design flexibility that results in overall superior development and design consistent with the intent and principles of this subpart that govern the standard for which variation is requested; or

Applicant Response: The applicant is proposing an enhanced landscape shielding method for vehicular areas facing Phippen Waiters Road in lieu of the street wall due to the lack of space to build a minimum three feet (3') tall wall requires three feet (3') foundation and must be at least five feet (5') or more from the vehicular use area (VUA). Given the need to accommodate a tree on the terminal island, there won't be enough space to construct the wall within the property line while maintaining the required distance from the VUA and providing a street landscape. This reasonable accommodation of design flexibility will promote visibility for ingress and egress purposes from the lot.

Community Development Staff considers the proposed landscape to shield the vehicular areas will meet the screening requirements from the Code and provide enough visibility for pedestrian and vehicle access to and from the property.

1. Whether the variation is appropriate to accommodate site conditions not anticipated in these regulations, or to reconcile conflicting requirements, provided the request is generally consistent with the intent and principles of this subpart that govern the standard

for which variation is requested.

Applicant Response: The variation is appropriate to accommodate site conditions not anticipated. Because the road is built to the property line, and the sidewalk is in private property, there is not enough room to build the wall and provide a landscape. The proposed landscape screening seeks to minimize the visibility of the VUA from pedestrian activity along the sidewalk along Phippen Waiters Rd. Specifically, the proposed hedge along the southeastern boundary of the VUA will work to obstruct the view from the adjacent sidewalk and protect the space from public access.

Community Development staff agree with this assessment.

Site Plan:

The proposed development would consist of a 10,000-square-foot hardware store for a warehouse and ancillary retail/showroom as a conditional use not to exceed twenty percent (20%) of the building footprint. The project will have a loading area and a total of twelve (12) parking spaces calculated for each use respectively.

Stormwater Management:

The City's Code of Ordinance requires a Storm Water Management Plan to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to Resolution No. 2023-039 and Ordinance No. 2023-007.

Based on the applicant's preliminary drainage report and plans, it does indicate that the project will be designed to meet the city's stormwater requirements. The Site Plan identifies twenty-nine percent (29%) of land as pervious area where the Land Development Code permits fifteen percent (15%) as pervious per Code Sec.303-50(I).

TRAFFIC STUDY:

The traffic study submitted by the applicant, dated as updated on August 25, 2022. The City Engineer accepted the findings in the report.

COMMUNITY OUTREACH

On March 8, 2023, the developer the applicant sent notices to properties within 1,000 feet of the subject property notifying them, the proposed development. A summary of the outreach meeting is included in the backup materials. No objections to the project have been received by the city.

IMPACT FEES

Public Art: The City's Public Art Program specifies a fee to be paid into the Public Art fund by new development projects over \$1 million in construction value. Based on the construction value, the applicant must contribute to the City's Public Art fund. Alternatively, they may choose to install public art on-site equal to half of the required contribution and provide payment into the City's Public Art fund.

RAC Traffic: The September 21, 2022, Transportation Mitigation Impact Fee Calculations prepared by Kimley Horn and submitted with this application identify 22 PM peak hour trips,

whereas the existing was identified with 27PM peak hour trips. Therefore, the proposed use is less intense than the existing one. There are no RAC Traffic Impact Fees for this development. DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on August 25, 2022, October 27, 2022, August 24, 2023, and September 2023; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and are provided below.

1. The developer is required to participate in the City's Public Art program by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal (Planning).
2. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include but is not limited to, the location of equipment and material during construction. (Planning & Zoning)
3. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for a period of construction prior to issuance of a building permit. Planning & Zoning)
4. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details prior to issuance of master construction permit. The City Commission must approve the use of the City Logo. (Planning & Zoning)
5. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. (Planning & Zoning)
6. The site shall comply with the requirements set forth in the City Code Section 27-227 - Stormwater management plan requirements. (Engineering)
7. Due to the fact that the City of Dania Beach is approaching its sewer capacity with respect to the large user agreements, additional flows may generate the need to modify the agreement; thus, there may be additional fees for the City of Hollywood to process the request. The Developer is responsible for all fees to update the agreement if required. (Engineering)
8. If the pavers on Phippen Road are impacted due to construction, then the applicant shall reconstruct the pavers according to the city and county standards at the applicant's expense. (Engineering)
9. Pavement restoration limits shall be confirmed at the time of the pre-construction meeting and shall be approved by Public Services prior to the closing of the Right-of-Way (ROW) permit. (Engineering)
10. The driveway on Stirling Road shall be approved by the Florida Department of Transportation (FDOT). (Engineering)
11. FDOT permits shall be provided during the time of the building and ROW permitting

process (i.e. FDOT Driveway and Drainage permits, and all others that may apply).

(Engineering)

12. Demolition Plan and Erosion Control Plan and details are required at the time of building permitting. (Engineering)
13. The applicant is responsible for constructing a new sidewalk adjacent to the property. (Engineering)
14. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
15. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, the owner is responsible for the construction of sidewalks/swales within the ROW when buildings are constructed or substantially improved. (Engineering)
16. Provide Broward County (BC) standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and the MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
17. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
18. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
19. Detailed and complete engineering plans shall be required at the time of the Building and ROW permit review. (Engineering)
20. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. (Engineering)
21. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
22. Provide ADA parking, access/driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and the latest edition of "Accessibility Requirements Manual" by the Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
23. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, Florida Department of Transportation (FDOT), BC Environmental, BC Aviation, BCTED, etc.). Also, include Utility / Right of Way Permits from the City, Broward County, and State Roads as applicable. (Engineering)
24. Revisions to the proposed stop bar location at the egress access driveway to NW 3rd street should be completed prior to obtaining permit application (Engineering)

Strategic Plan:

This application supports the City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short-Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the Site Plan with Design Variations and Variances will enable this site to be redevelopment, expanding the City's tax roll and collection of applicable impact fees as described in this staff report.

Recommendation

Approve the resolution for the Site Plan, Variances, and Design Variations, providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-65-22), DESIGN VARIATIONS (OT-066-22, OT-067-22, OT-061-23, OT-063-23, OT-064-23 AND OT-072-23) AND TWO VARIANCES (VA-058-23 AND VA-062-23), SUBMITTED BY THE OWNER, 501 STIRLING ROAD LLC, FOR PROPERTIES GENERALLY LOCATED AT 501 STIRLING ROAD, IN THE CITY OF 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 CONDITIONS; CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Chapter 28, entitled "Land Development Code" (the "LDC"), of Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans" of the City Code of Ordinances (the "City Code") provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, 501 Stirling Road LLC (the "Applicant"), is requesting site plan approval for the proposed construction of a new ten thousand (10,000) square foot hardware store development (SP-65-22) as referenced in Exhibit "B," for property legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Applicant has requested a Design Variation from the built-to-line requirement on the north boundary and northeast corner (OT-066-22); and

WHEREAS, the Applicant has requested a Design Variation from the minimum depth of building in the first layer requirement (OT-067-22); and

WHEREAS, the Applicant has requested a Design Variation to allow access along Stirling Road (OT-061-23); and

WHEREAS, the Applicant has requested a Design Variation from building frontage glazing percentage on primary street (OT-063-23); and

WHEREAS, the Applicant has requested a Design Variation from loading space separation from residential area (OT-064-23); and

WHEREAS, the Applicant has requested a Design Variation from vehicular use shielding with a street wall (OT-072-23); and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, entitled “Variances,” Section 625-40 states that the City Commission may grant a variance based on its determination that the petitioner has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance to provide two (2) trees within a seven (7) foot landscape planting area behind the existing four (4) foot public sidewalk, where Section 307-20 (B) of the LDC requires that trees be planted three (3) feet from the face of the curb within grated tree wells a minimum sixteen (16) square feet in area built into the sidewalk (VA-058-23); and

WHEREAS, the Applicant has requested a Variance to provide a twelve (12) space, single-loaded parking aisle without a turnaround, where Section 265-110(C)(7) of the LDC requires a double-loaded dead-end aisle serves fewer than twenty-one (21) parking spaces and a turnaround area is provided that will accommodate a three-point turnaround, or where the number of parking spaces in the double-loaded dead-end aisle is ten (10) or fewer (VA-062-23); and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-65-22), Design Variations (OT-066-22, OT-067-22, OT-061-23, OT-063-23, OT-064-23, and OT-72-23) and two Variances (VA-058-23 and VA-062-23) are consistent with the City’s Land Development Code and Comprehensive Plan.

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

Section 1. That the 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 Code,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans,” the following Site Plan (SP-65-22), attached as Exhibit “B,” a copy of which is made a part of and incorporated into this Resolution by this reference.

Section 3. That pursuant to Chapter 28 “Land Development Code,” Subpart 1, Article 301, “Legal and Administrative Provisions,” Section 301-50, “Variations in design; procedure for

review of design variations,” the following Design Variation Applications (Variations (OT-066-22, OT-067-22, OT-061-23, OT-063-23, OT-064-23 and OT-72-23) are approved consistent with the Site Plan provided in Exhibit “B”.

Section 4. That pursuant to Chapter 28, “Land Development Code”, Part 6 “Development review Procedures and Requirements,” Article 625 “Variances,” the Variance applications (VA-058-23 and VA-062-23) are approved consistent with the Site Plan provided in Exhibit “B”.

Section 5. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

1. The developer is required to participate in the City’s Public Art program by payment into the City’s Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at time of building permit submittal (Planning).
2. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, the location of equipment and material during construction. (Planning & Zoning)
3. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. Planning & Zoning)
4. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details prior to issuance of master construction permit. The City Commission must approve the use of the City Logo. (Planning & Zoning)
5. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. (Planning & Zoning)
6. The site shall comply with the requirements set forth in the City Code Section 27-227 - Stormwater management plan requirements. (Engineering)
7. Due to the fact that the City of Dania Beach is approaching their sewer capacity with respect to the large user agreements, additional flows may generate the need to modify the agreement; thus, there may be additional fees for the City of Hollywood to process the request. The Developer is responsible for all fees to update the agreement if required. (Engineering)

8. If the pavers on Phippen Road are impacted due to construction, then the applicant shall reconstruct the pavers according to the city and county standards at the applicant's expense. (Engineering)
9. Pavement restoration limits shall be confirmed at the time of the pre-construction meeting and shall be approved by Public Services prior to the closing of the Right-of-Way (ROW) permit. (Engineering)
10. The driveway on Stirling Road shall be approved by Florida Department of Transportation (FDOT). (Engineering)
11. FDOT permits shall be provided during the time of the building and ROW permitting process (i.e. FDOT Driveway and Drainage permits, and all others that may apply). (Engineering)
12. Demolition Plan and Erosion Control Plan and details are required at the time of building permitting. (Engineering)
13. The applicant is responsible for constructing a new sidewalk adjacent to the property. (Engineering)
14. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
15. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, the owner is responsible for the construction of sidewalks / swales within the ROW when buildings are constructed or substantially improved. (Engineering)
16. Provide Broward County (BC) standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and the MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
17. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
18. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
19. Detailed and complete engineering plans shall be required at the time of the Building and ROW permit review. (Engineering)
20. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. (Engineering)
21. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
22. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)

23. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, Florida Department of Transportation (FDOT), BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)

Section 6. That pursuant to Section 635-100 "Expiration of Site Plans" of the Land Development Code, the Site Plan (SP-65-22), Design Variation Applications (OT-066-22, OT-067-22, OT-061-23, OT-063-23, OT-064-23 and OT-72-23), and Variances (VA-058-23 and VA-062-23) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 7. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis	_____
Commissioner Tamara James	_____
Commissioner Marco Salvino	_____
Vice Mayor Lori Lewellen	_____
Mayor Archibald J. Ryan IV	_____

SIGNATURES ON FOLLOWING PAGE

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

THE EAST 60.00 FEET OF THE WEST 120.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. LESS THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 60.00 FEET, AND A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3; THENCE NORTH 87°52'07" EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 60.00 FEET; THENCE SOUTH 01°16'14" EAST, ALONG THE EAST LINE OF THE SAID EAST 60.00 FEET, A DISTANCE OF 18.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 7689.44 FEET, A RADIAL TO SAID POINT BEARS SOUTH 01°11'32" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'49" AN ARC DISTANCE OF 60.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 60.00 FEET; THENCE NORTH 01°16'14" WEST ALONG THE SAID WEST LINE A DISTANCE OF 17.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 40.00 FEET OF THE WEST 160.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA LESS THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID EAST 40.00 FEET, AND A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, THENCE NORTH 87°52'07" EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 40.00 FEET TO THE EAST LINE OF THE SAID EAST 40.00 FEET; THENCE SOUTH 01°16'14" EAST ALONG THE SAID EAST LINE A DISTANCE OF 19.53 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 7689.44 FEET, A RADIAL TO SAID POINT BEARS SOUTH 01°29'25" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'53" AN ARC DISTANCE OF 40.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 40.00 FEET; THENCE NORTH 01°16'14" WEST ALONG SAID WEST LINE A DISTANCE OF 18.97 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE NORTH 185.00 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA LESS THE WEST 160.00 FEET; LESS THE NORTH 35.00 FEET AND LESS THE EAST 30.00 FEET THEREOF; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3, AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE RUN SOUTH $00^{\circ}53'00''$ WEST PARALLEL TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ IF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.18 FEET TO A POINT; THENCE RUN NORTH $00^{\circ}49'34''$ EAST PARALLEL TO THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO POINT; THENCE RUN EAST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXPECT PROPERTY CONVEYED TO BROWARD COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9270, PAGES 339 AND 343, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

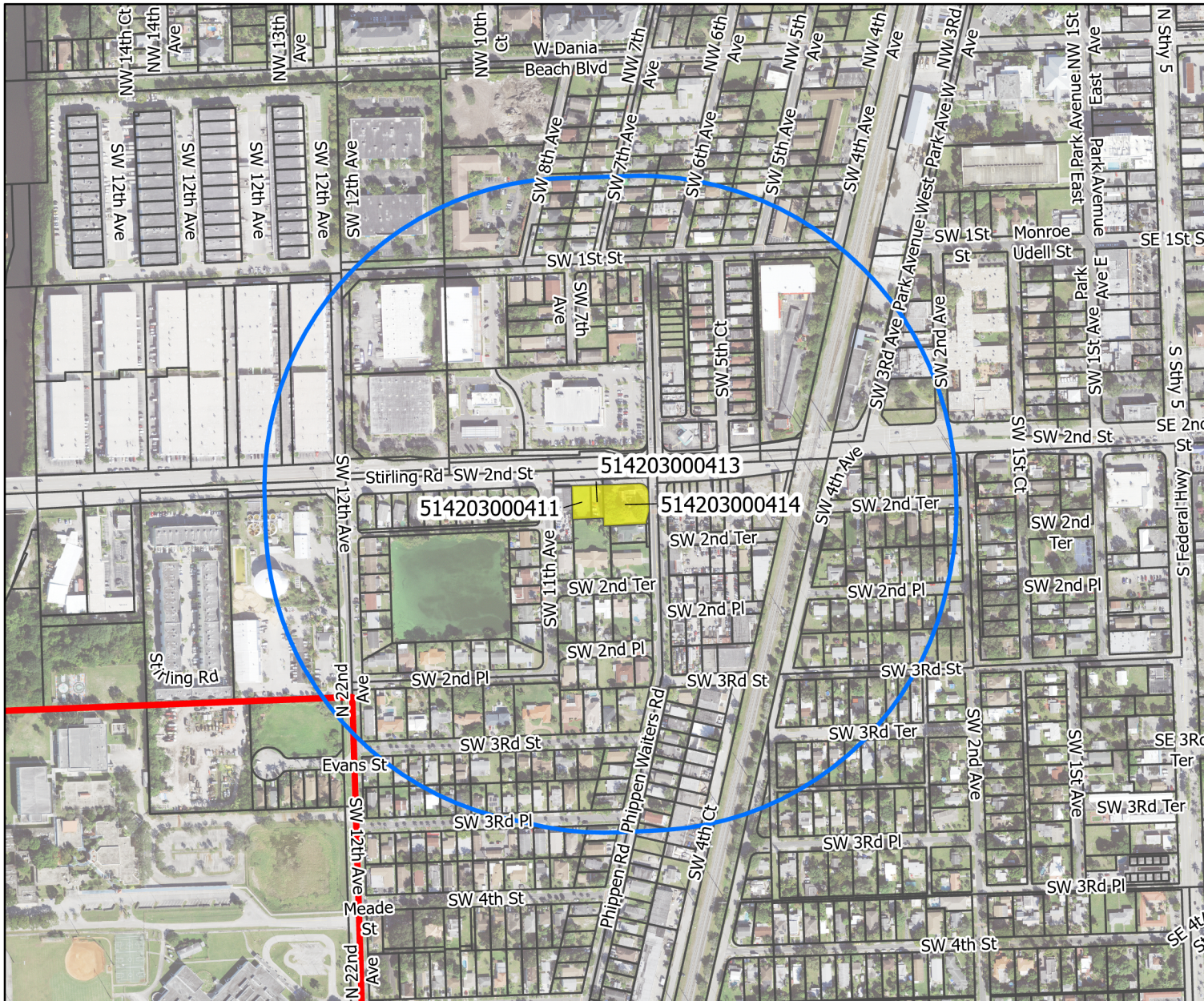
APPLICATION:
SP065-22, OT-066-22,
OT-067-22, OT-061-23,
OT-063-23, OT-064-23,
OT-072-23, VA-058-23,
VA-062-23

FOLIO:
5042-33-10-0020;
5042-34-00-0260

ADDRESS:
501 Stirling Road

REQUEST:
Site plan for the construction of
a new 10,008 building
for warehouse
and
showroom use.

APPLICANT:
City of Dania Beach



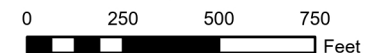
Legend

- Parcels
- Proposed Parcels
- Dania Beach Boundary
- 1,000 ft Buffer



Date: 9/21/2023

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



Florida Technical Consultants



VIEW FROM SOUTHEAST
SCALE: 1/32" = 1'-0"

11



VIEW FROM NORTHWEST
NOT TO SCALE

09



VIEW FROM SOUTHWEST
NOT TO SCALE

03



VIEW FROM NORTHEAST
NOT TO SCALE

01

GENERAL NOTES

- ALL EXISTING CONDITIONS TO BE VERIFIED IN FIELD PRIOR TO BEGINNING WORK. NOTIFY ARCHITECT W/ ANY DISCREPANCIES.
- ALL EXTERIOR DIMENSIONS ARE TAKEN FROM FACE OF STRUCTURAL WALLS OR CENTER OF COLUMNS, U.N.O.
- ALL INTERIOR DIMENSIONS ARE TAKEN FROM INSIDE FACE OF EXTERIOR STRUCTURAL WALLS TO FACE OF FRAMING, U.N.O.

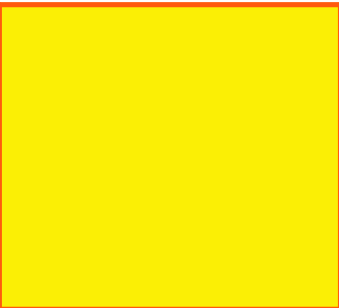
MATERIAL SELECTION



WE-01 SW-7551 GREEK VILLA



WE-02 SW-7072 ONLINE



WE-04 SW-6911 CONFIDENT YELLOW



WE-05 SPEAK EASY PORCELAIN
STONE- SWEET GEORGIA BROWN



WE-03 SW-7048 URBAN BRONZE

Project Name:



NEW BUILDING
COMMERCIAL

501 STIRLING ROAD, DANIA BEACH,
FL 33004

SCHIMBERG
Group
ARCHITECTURE • INTERIOR DESIGN

40 S. PINEAPPLE AVE., STE. 101 SARASOTA FL, 34236
www.TheSchimGroup.com ©COPYRIGHT 2023

Ph-941-955-4555
www.HeesAssociates.com
HEES & ASSOCIATES, INC.

CRAWFORD WILLIAMS ENGINEERING, INC.
(841) 907-0103 fax (841) 907-0152
6751 PROFESSIONAL PARK, W. SUITE 100
SARASOTA, FLORIDA 34240

Kimley»Horn

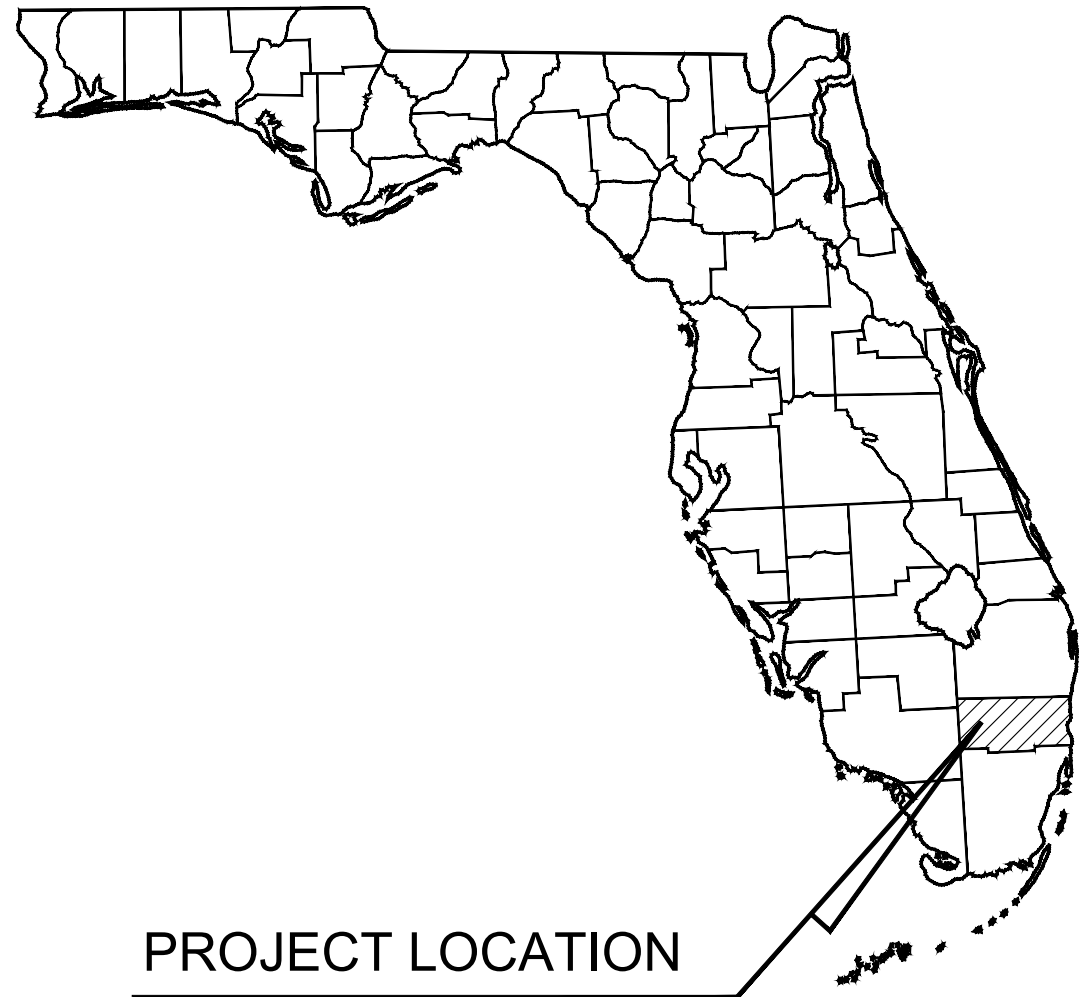
Rev.#	Description of ISSUE	Date
	SITE PLAN APPROVAL	09.18.23
	DEMOLITION PERMIT	07.20.23
	SITE PLAN APPROVAL	10.06.22
	SITE PLAN APPROVAL	08.04.22
	DESIGN DEVELOPMENT DOCUMENTS	02.15.22
	ACC SUBMISSION	02.08.22
	ACC SUBMISSION	01.05.22
	Purpose of ISSUE	Date

Barron Schimberg FL#: AR92705

3D IMAGES

PLAN NORTH	Project No.	Sheet No.
	c2106	
Drawn	Ckd	A-901
BJ	BSS	

Plotted By: Walls, Rosa - Sheet Set: IMECA, DANIA BEACH - Layout: C0.00 COVER SHEET - September 20, 2023 05:32:34pm K:\bdc-civil\140706006 - imeca dania beach\CADD\plansheets\C0.00 COVER.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



PROJECT LOCATION
BROWARD COUNTY

PROJECT TEAM

DEVELOPER

COCCHIOLA, LLC
1190 NW 159 DRIVE
MIAMI, FL 33169

CIVIL ENGINEER

KIMLEY-HORN & ASSOCIATES, INC.
1615 SOUTH CONGRESS AVENUE, SUITE 201
DELRAY BEACH, FL 33445
PHONE: (561) 404-7236
CONTACT: JOSHUA D. HORNING, P.E.

SURVEYOR

BELLO & BELLO LAND SURVEYING
12230 SW 131 AVENUE SUITE 201
MIAMI, FL 33186
PHONE: (305) 251-9606
CONTACT: ODALYS C. BELLO-IZNAGA P.S.M.

ARCHITECT

SCHIMBERG GROUP, INC.
40 S. PINEAPPLE AVE, SUITE 101
SARASOTA, FL 34236
PHONE: (941) 894-6888
CONTACT: BARRON SCHIMBERG, AIA, LEED AP

LANDSCAPE ARCHITECT

KIMLEY-HORN & ASSOCIATES, INC
1920 WEKIVA WAY #200, FL 33411
PHONE: (561) 840-3186
CONTACT: KRISTEN ALEXA, PLA, ASLA

SITE DEVELOPMENT PLANS

FOR

IMECA DANIA BEACH

PREPARED FOR

COCCHIOLA, LLC

SEPTEMBER 2023

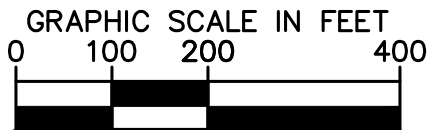
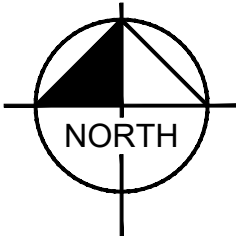


PROJECT LOCATION

501 STIRLING ROAD
DANIA BEACH, FL 33004

VICINITY MAP

SECTION: 16 TOWNSHIP: 51S RANGE: 42E



Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	GENERAL NOTES
C1.00	SITE PLAN
C2.00	DEMOLITION AND EROSION CONTROL PLAN
C2.10	EROSION CONTROL DETAILS
C3.00	ENGINEERING PLAN
C3.01	MANEUVERABILITY PLAN
C3.10	ENGINEERING DETAILS
C3.11	ENGINEERING DETAILS
C3.12	ENGINEERING DETAILS
C3.13	ENGINEERING DETAILS
C3.14	ENGINEERING DETAILS
C3.15	ENGINEERING DETAILS

IMECA DANIA BEACH
PREPARED FOR
COCCHIOLA, LLC

BROWARD COUNTY

FL

COVER SHEET

LICENSED PROFESSIONAL

KHA PROJECT
140706006

DATE
SEPT 2023

SCALE AS SHOWN

DESIGNED BY RMF

DRAWN BY RMF

CHECKED BY JDH

DATE: ---

JOSHUA D. HORNING

FL LICENSE NUMBER
67505

Kimley»Horn

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1615 S. CONGRESS AVE., SUITE 201,
DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 686

No.

REVISIONS

DATE

BY

SHEET NUMBER
C0.00



THE EAST 40 FEET OF THE WEST 160 FEET OF THE NORTH 160 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF

LESS THE FOLLOWING:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID EAST 40 FEET, AND A LINE THAT LIES 35 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, THENCE NORTH 87°52'07" EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 40 FEET TO THE EAST LINE OF THE SAID EAST 40 FEET; THENCE SOUTH 87°52'07" EAST ALONG THE SAID EAST LINE A DISTANCE OF 19.93 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A 100' RADIUS, A RADIAL TO SAID POINT BEARS SOUTH 01°20'55" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'53" AN ARC DISTANCE OF 40.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 40 FEET; THENCE NORTH 01°16'14" WEST ALONG SAID WEST LINE A DISTANCE OF 18.97 FEET TO THE POINT OF BEGINNING.

PARCEL 3

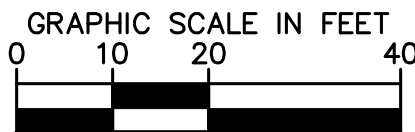
THE NORTH 185 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA LESS THE WEST 160 FEET; LESS THE NORTH 35 FEET AND LESS THE EAST 30 FEET THEREOF; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE RUN NORTH 00°00'00" EAST TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3, AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE RUN SOUTH 00°53'00" WEST PARALLEL TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.18 FEET TO A POINT; THENCE RUN NORTH 00°49'34" EAST PARALLEL TO THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO POINT; THENCE RUN EAST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.33 FEET TO THE POINT OF BEGINNING.

LESS AN EXPECTED PROPERTY CONVEYED TO BROWARD COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9270, PAGE 339 AND 343, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SITE DATA		
GROSS SITE AREA (A.C.)	0.675	
NET ACERAGE		
F.A.R.	0.34 (0.75 MAX)	
EXISTING LAND USE	CONVENIENCE STORE & VACANT LOTS	
PROPOSED LAND USE	HARDWARE STORE	
ZONING DISTRICT	NEIGHBORHOOD MIXED USE DISTRICT	
FUTURE LAND USE	REGIONAL ACTIVITY CENTER	
	GROSS AREA (S.F.)	
BUILDING	10,000	
RETAIL	2,050	
WAREHOUSE	7,950	
SURFACE AREAS		
IMPERVIOUS	71%	21,027 SF
Asphalt	-	9,107 SF
Sidewalk	-	1,920 SF
Building	-	10,000 SF
PERVIOUS	29%	8,276 SF
TOTAL	100%	29,403 SF
PARKING		
	REQUIRED	PROVIDED
RETAIL		
1 STALL PER 300 SF	7	8
WAREHOUSE		
1 STALL PER 2,000 SF	4	4
TOTAL	11	12
BICYCLE RACK		
BIKE SPACES AS % OF REQUIRED AUTOMOBILE SPACES	10%	33%

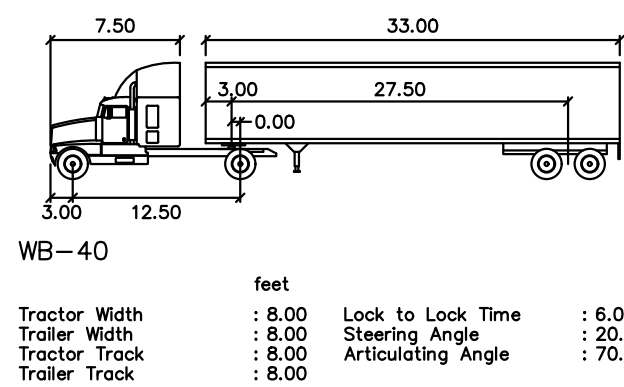
PROPERTY DEVELOPMENT REGULATIONS		
BUILT TO LINE		
TYPE	REQUIRED	PROVIDED
FRONT (STIRLING)	0' - 5'	10'
FRONT (PHIPPEN)	0' - 5'	23'
REAR	10' - 15'	40'
SIDE	0' - 7'	44'
MINIMUM LOT AREA	N/A	.675 AC
MINIMUM LOT WIDTH	N/A	247'
MINIMUM LOT DEPTH	N/A	107'
BUILDING HEIGHT	24' - 35'	28.5'



LEGEND

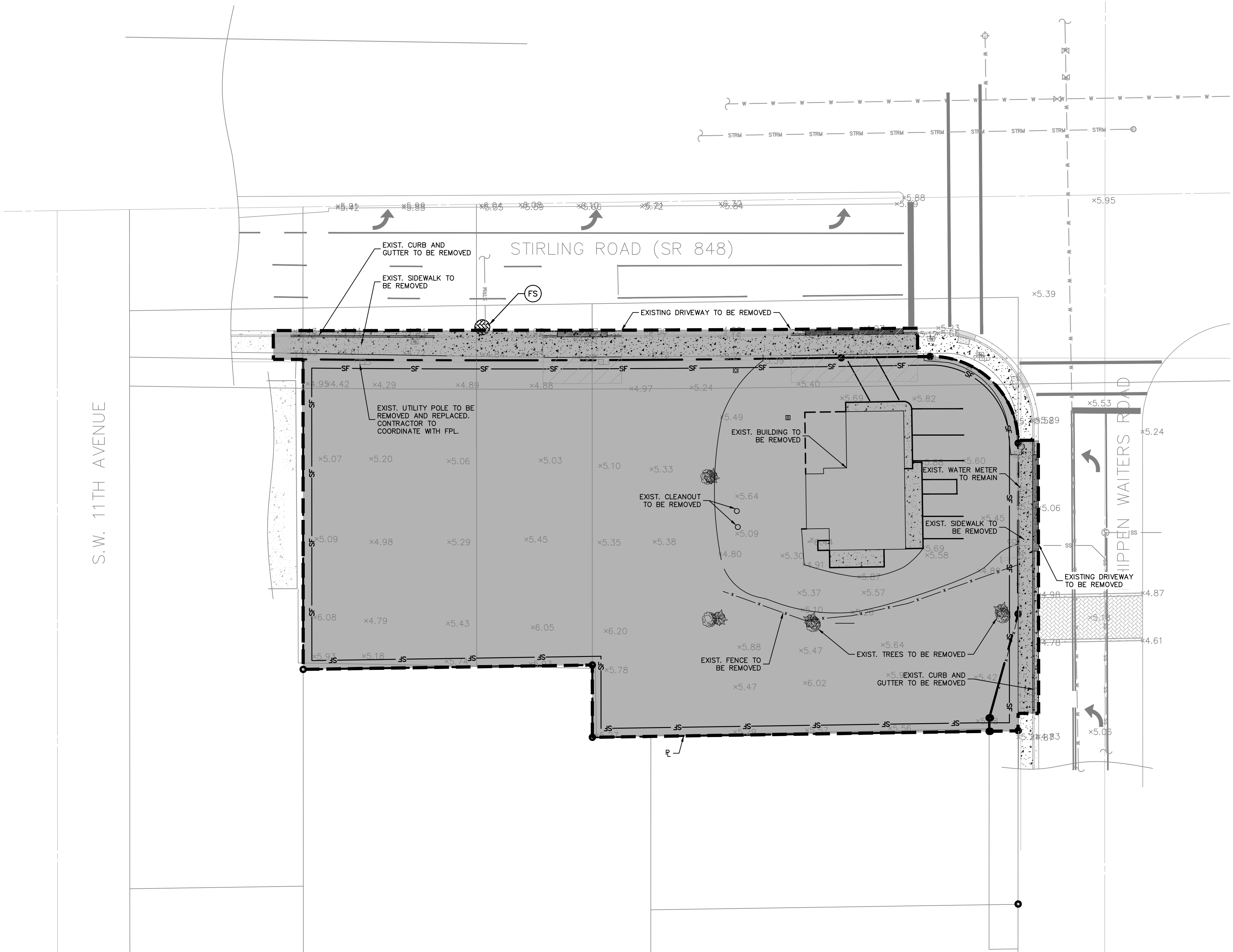
●●●●●●●● NON-VEHICULAR ACCESS LINE

1. ALL DIMENSIONS SHOWN ARE FROM FACE-OF-CURB FOR TYPE D AND TYPE F CURB OR EDGE OF PAVEMENT FOR NON-CURB AREAS UNLESS OTHERWISE NOTED.
2. AL CURBS ARE TYPE "D" UNLESS OTHERWISE NOTED.
3. ALL CURB RADI ARE 3' UNLESS OTHERWISE NOTED
4. ALL STRIPING IN R/W SHALL BE THERMOPLASTIC.
5. ALL TRAFFIC CONTROL STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
6. ALL PARKING STRIPING SHALL BE PAINT.



Plotted By: Walls, Rosa - Sheet Set: IMECA, DANIA BEACH - Layout: C2.00, DEMOLITION AND EROSION CONTROL PLAN - September 20, 2023, 08:32:57pm - K:\bed.ctb\140706006 - imeca dania beach\CADD\plansheets\C2.00, DEMOLITION AND EROSION CONTROL PLAN.dwg

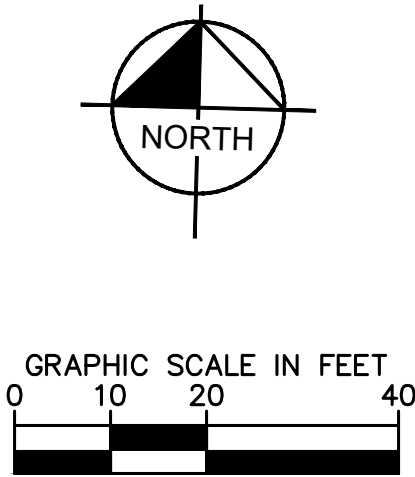
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LEGEND

- PROPERTY LINE
- LIMITS OF WORK. REMOVE ALL EXIST. LANDSCAPE, PAVEMENT AND SURFACE IMPROVEMENTS UNLESS OTHERWISE NOTED. PROTECT IN PLACE ALL UNDERGROUND UTILITIES UNLESS OTHERWISE STATED.
- - - - - SILT FENCE (SEE DETAIL SHEET C2.10)
- REMOVE EXISTING UNDERGROUND UTILITY
- (FS) FILTER SACK INLET PROTECTION (SEE DETAIL SHEET C2.10)
- x5.24 EXISTING ELEVATION

SHEET NUMBER C2.00		IMECA DANIA BEACH PREPARED FOR COCCHIOLA, LLC		BROWARD COUNTY FL		DEMOLITION AND EROSION CONTROL PLAN			KHA PROJECT 140706006		LICENCED PROFESSIONAL		Kimley»Horn		© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S. CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 696		No.		REVISIONS		DATE		BY	
									DATE SEPT 2023		JOSHUA D. HORNING													
									SCALE AS SHOWN				FL LICENSE NUMBER 67505											
									DESIGNED BY RMF															
									DRAWN BY RMF															
									CHECKED BY JDH		DATE:													

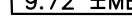
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DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8171
WWW.KIMLEY-HORN.COM REGISTRATION NO. 6984

KHA PROJECT 140706006	LICENSED PROFESSIONAL
DATE SEPT 2023	JOSHUA D. HORNING
SCALE AS SHOWN	FL LICENSE NUMBER 67505
DESIGNED BY RMF	
DRAWN BY RMF	
CHECKED BY JDH	DATE:

ENGINEERING PLAN

IMECA DANIA BEACH
PREPARED FOR
COCCHIOLA, LLC
BROWARD COUNTY

- | | |
|---|---|
|  | PROPERTY LINE |
|  | PROPOSED BREAKLINE |
|  | PROPOSED CONCRETE SIDEWALK (SEE DETAIL SHEET 3.10) |
|  | PROPOSED LIGHT DUTY ASPHALT (SEE DETAIL SHEET C3.10) |
|  | PROPOSED PAVEMENT RESTORATION(SEE DETAIL SHEET C3.10) |
|  | FLOW ARROW |
|  | PROPOSED SPOT GRADE |
|  | PROPOSED SPOT GRADE (MATCH EXISTING) |
|  | CURB RAMP PER FDOT INDEX 522-002 |
|  | EXISTING ELEVATION |

PAVING, GRADING, AND DRAINAGE NOTES

1. DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING U.S. PRECAST (USP), U.S. FOUNDRY (USF), OR FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) PRODUCTS AS SPECIFIED, OR APPROVED EQUAL.
2. ALL STORM STRUCTURES SHALL HAVE A MINIMUM 24" SUMP.
3. ALL STORM PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP) OR HIGH-PERFORMANCE POLYPROPYLENE (HP STORM) PIPE, UNLESS OTHERWISE NOTED.
4. ALL PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURES UNLESS OTHERWISE NOTED.
5. THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0% THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0% THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 12:1 (8.3%).
6. PROPOSED ELEVATIONS IN ALL PVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
7. CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING AND PROPOSED UTILITIES WHEN CONSTRUCTING NEW DRAINAGE STRUCTURES AND PIPES.
8. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
9. IF THE PAVERS ON PHIPPEN ROAD ARE IMPACTED DURING CONSTRUCTION, IT IS THE OWNER'S RESPONSIBILITY TO RECONSTRUCT THE PAVERS TO EXISTING CONDITIONS OR BETTER AT THE OWNER'S EXPENSE

PROVIDED BY DANIA BEACH POTABLE WATER AND WASTEWATER SERVICE
(REFERENCE BROWARD COUNTY WATER AND WASTEWATER SERVICES)

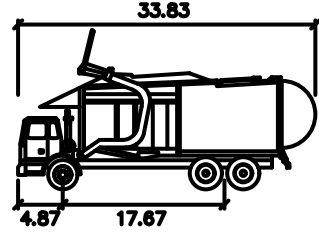
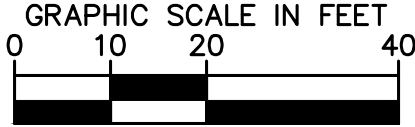
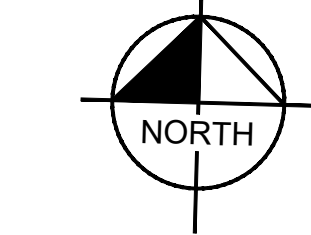
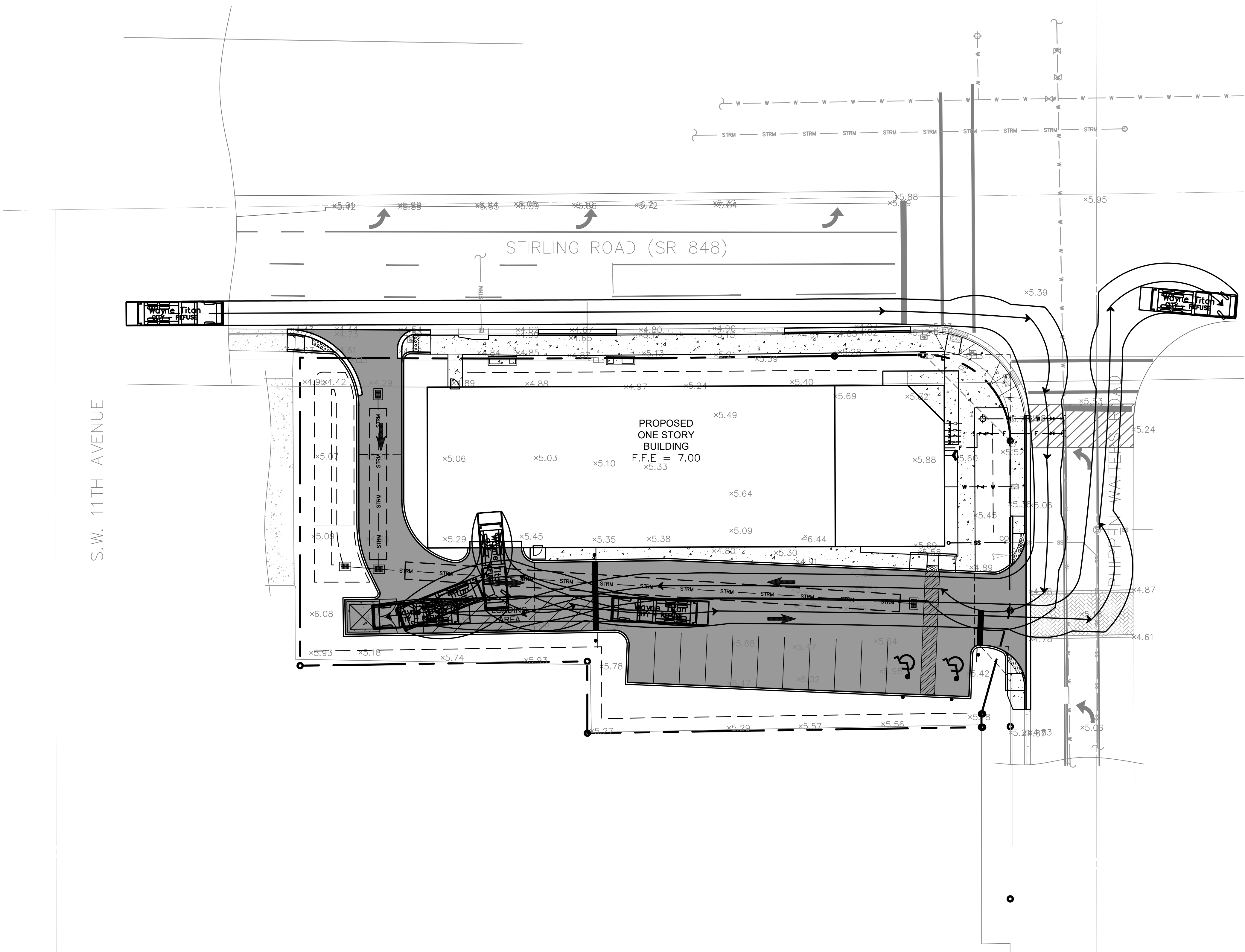
<u>USE</u>	<u>UNIT</u>	<u>GPD/UNIT</u>	<u>TOTAL GPD</u>
RETAIL	2,050 S.F.	37 PER 1000 S.F.	75.85 GPD
WAREHOUSE	7,950 S.F.	26 PER 1000 S.F.	206.7 GPD
			282.55 GP

SOLID WASTE GENERATION RATES

<u>USE</u>	<u>UNIT</u>	<u>LBS/UNIT</u>	<u>TOTAL LBS</u>
RETAIL	2,050 S.F.	4LBS PER 100 S.F.	82 LBS
WAREHOUSE	7,950 S.F.	2LBS PER 100 S.F.	159 LBS
			241 LBS

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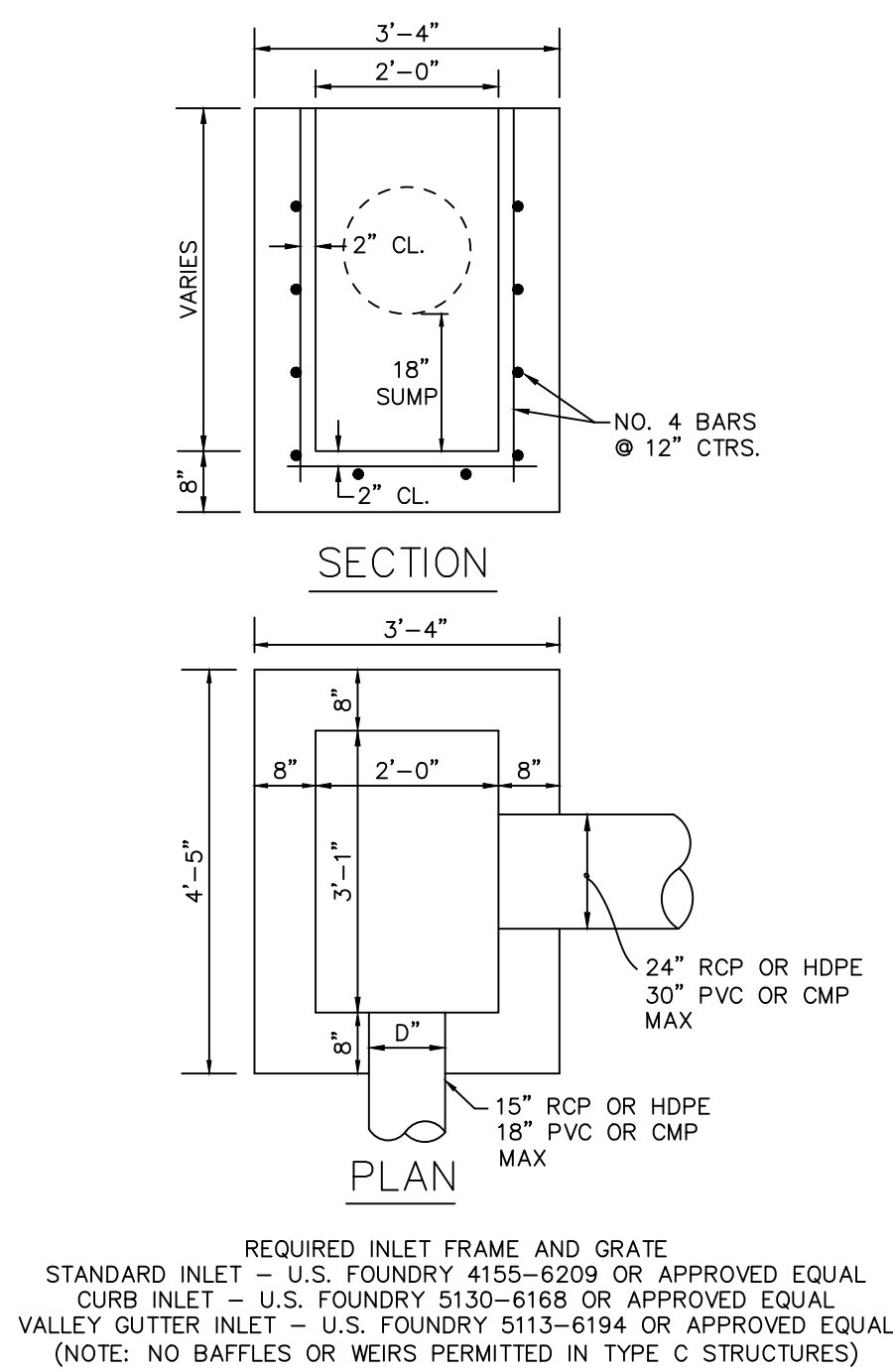
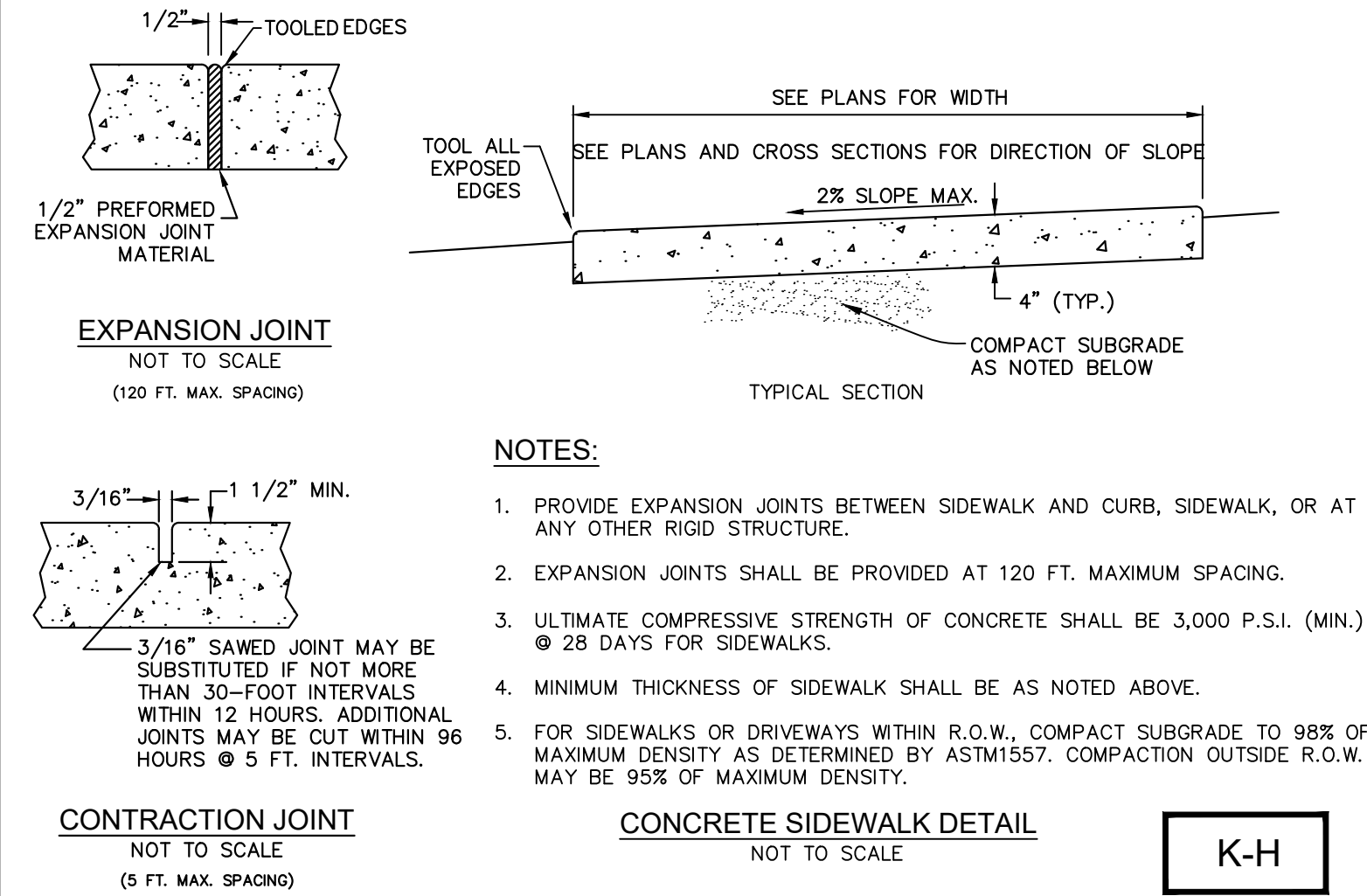
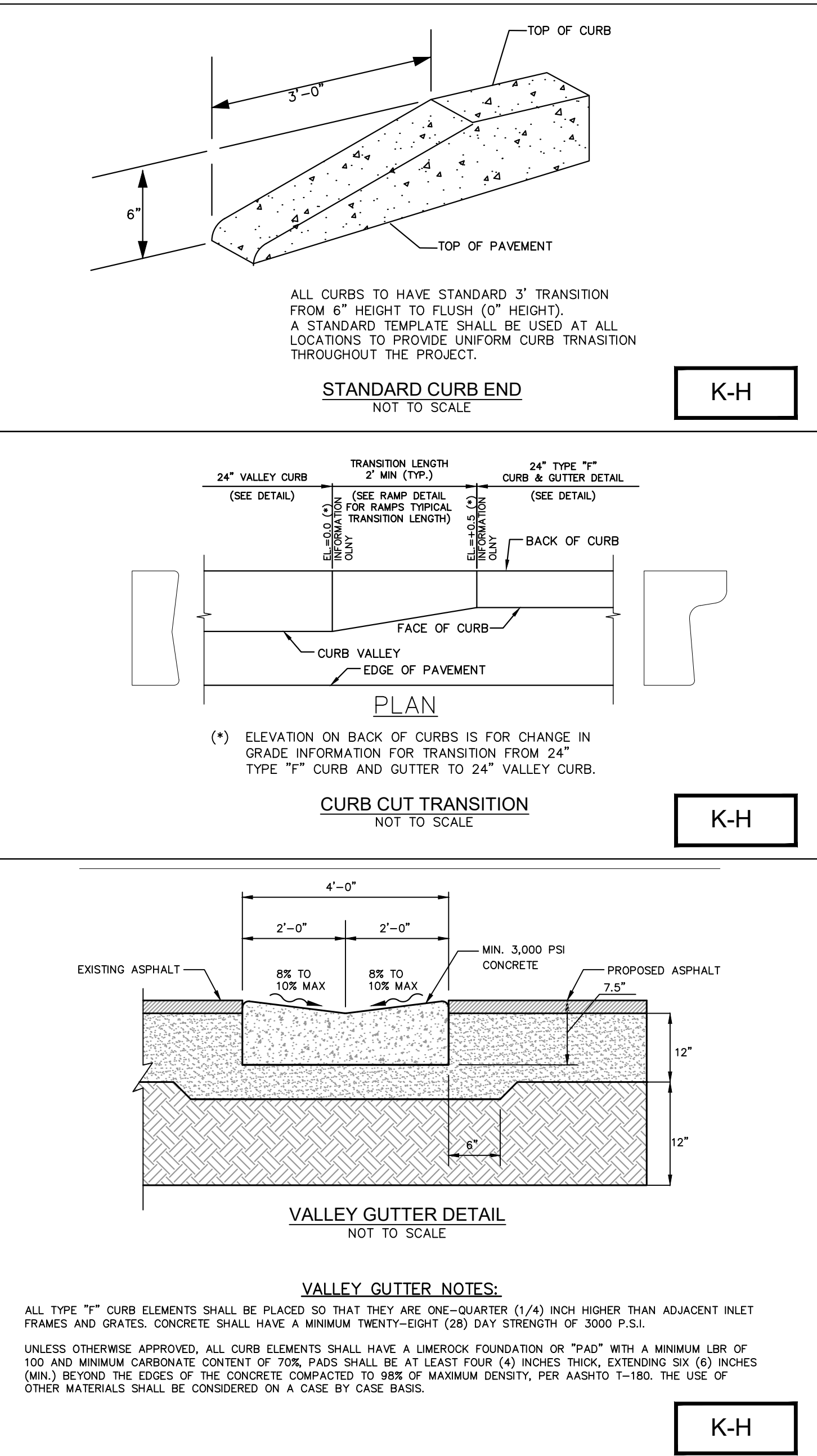
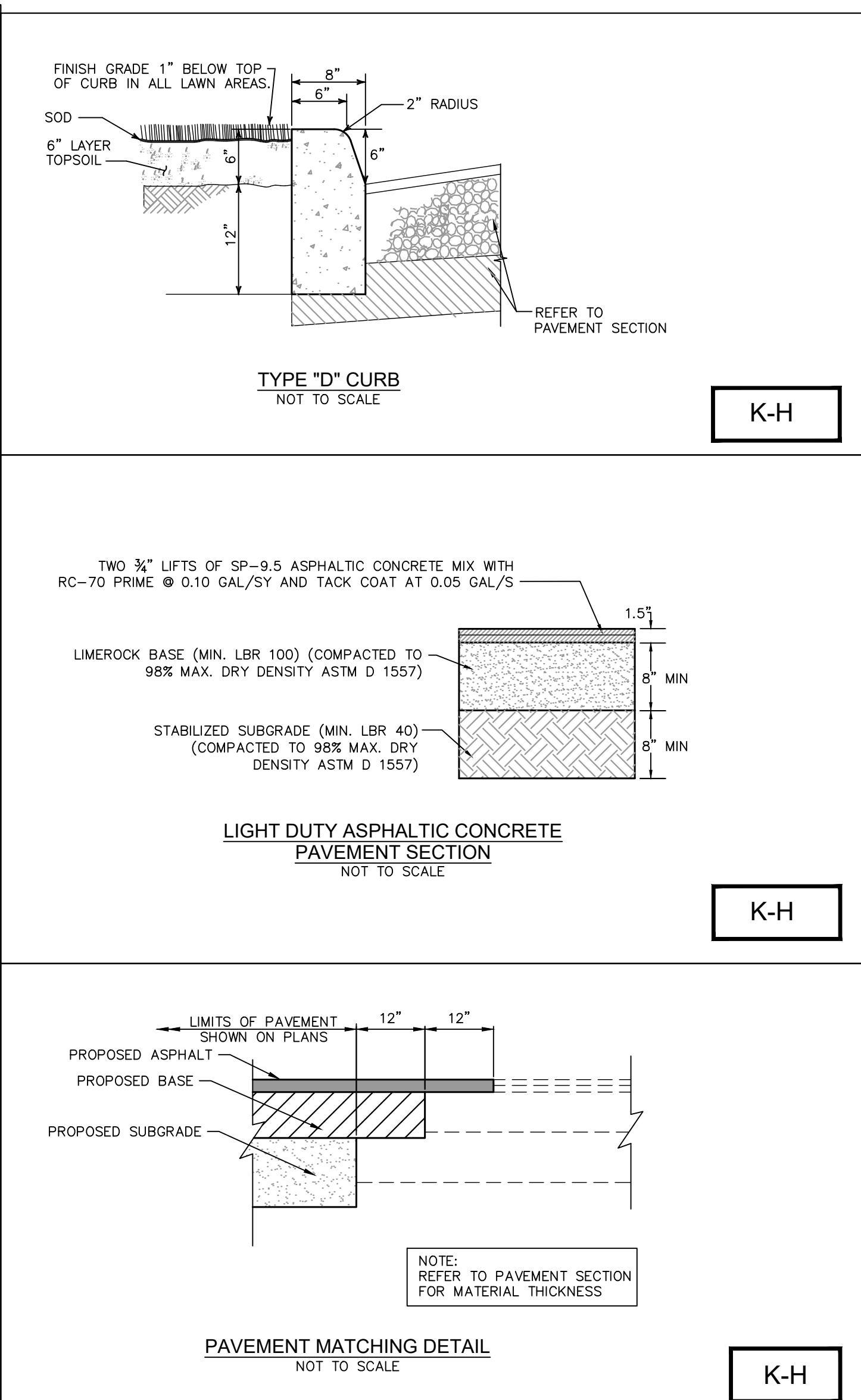
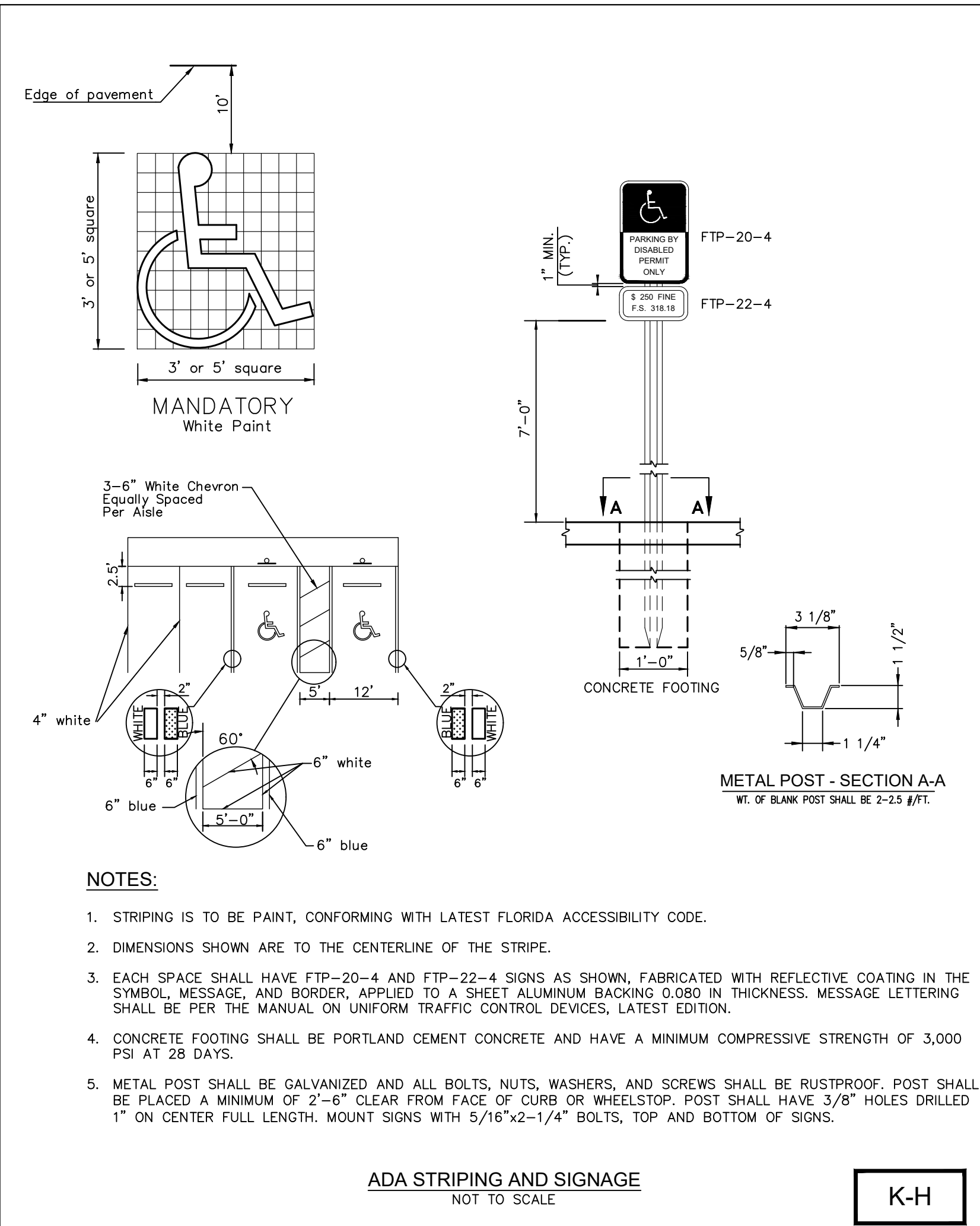
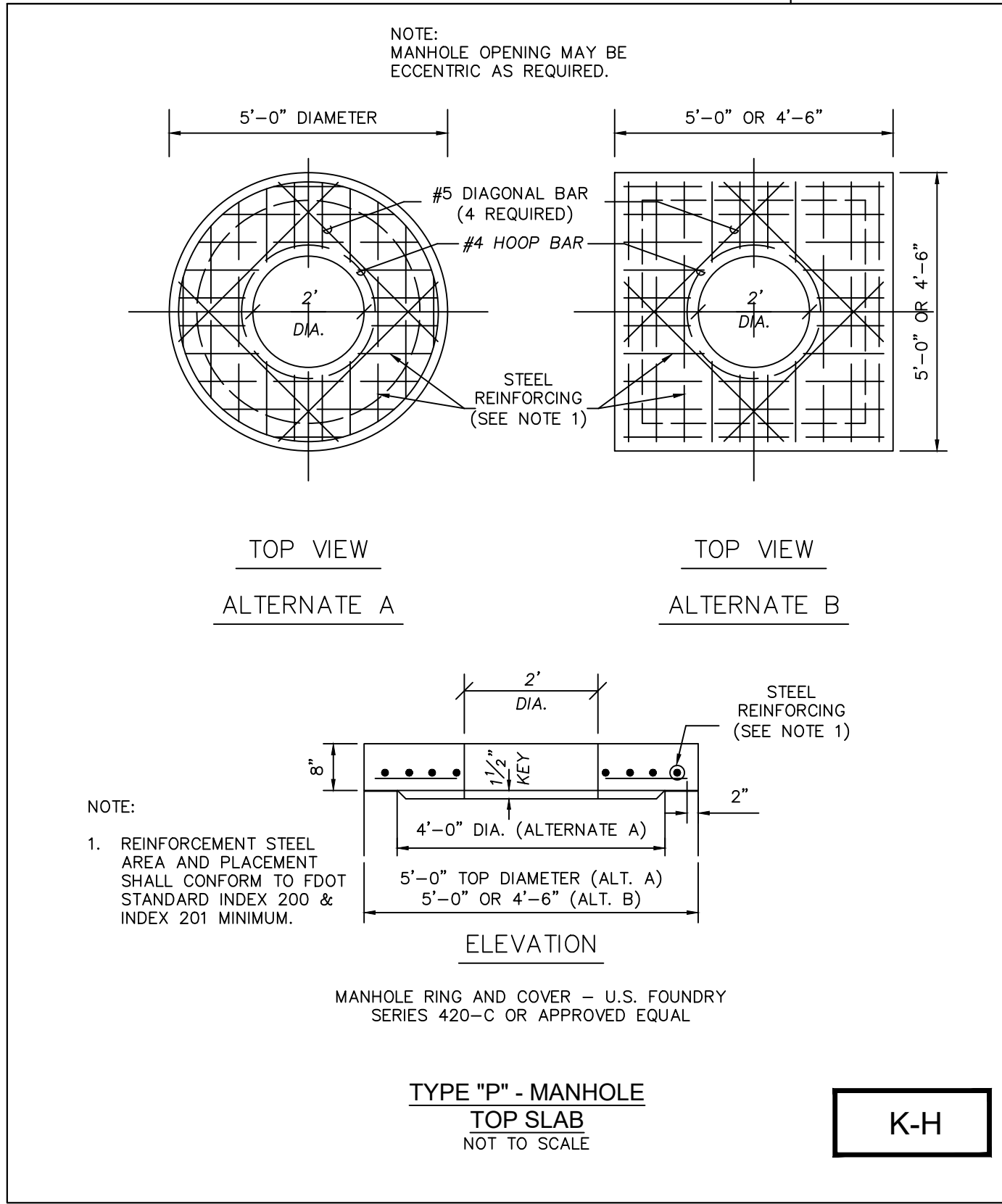
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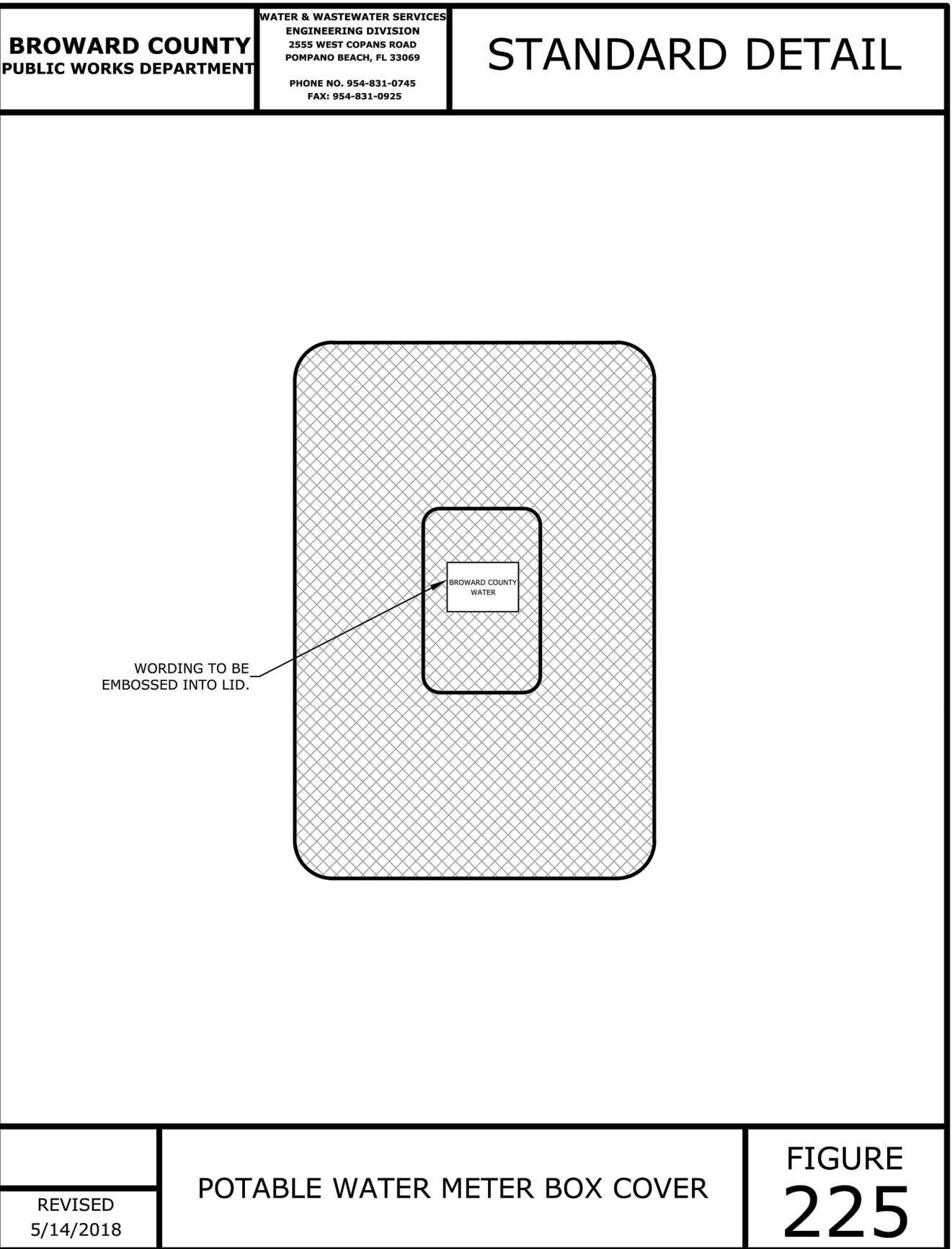
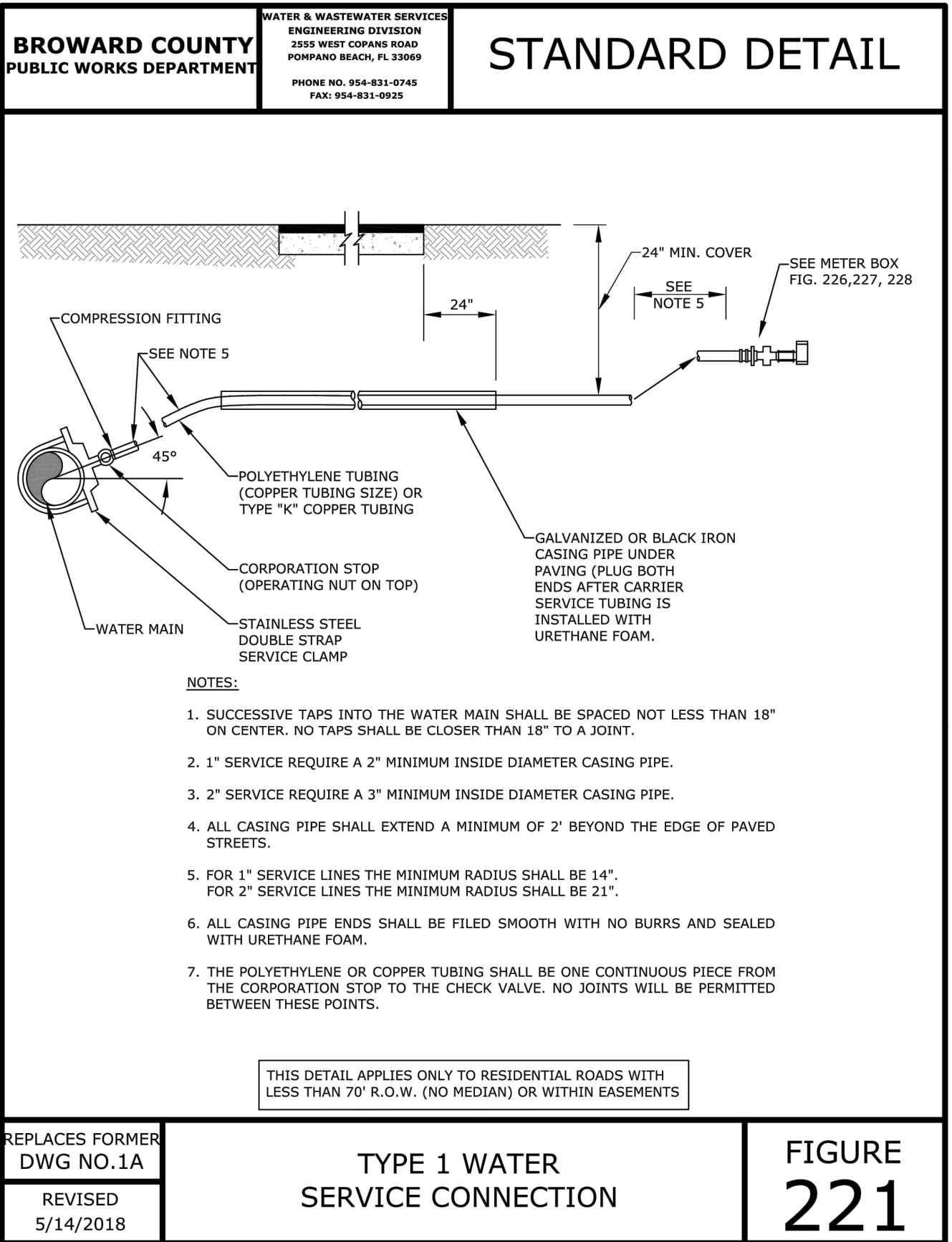
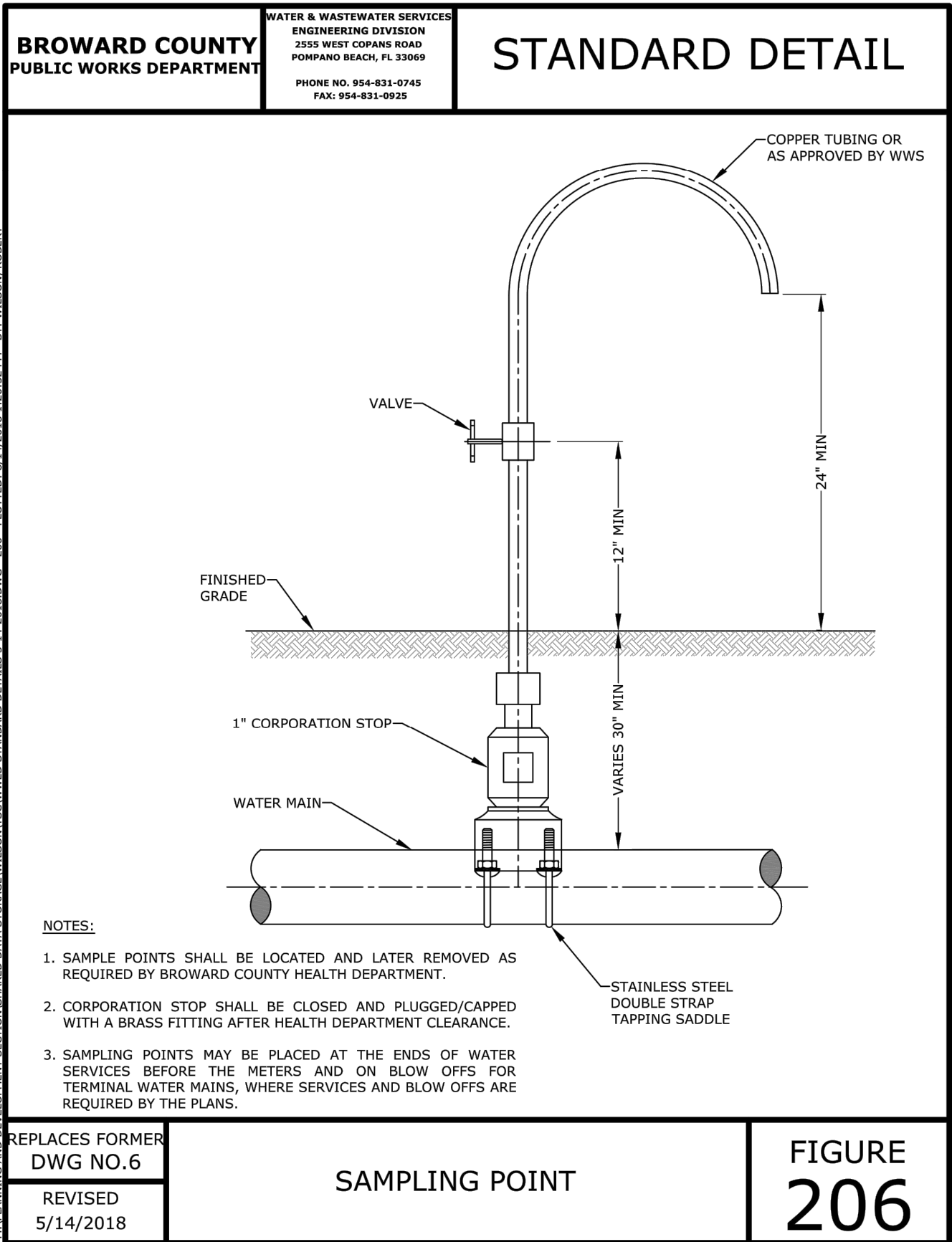
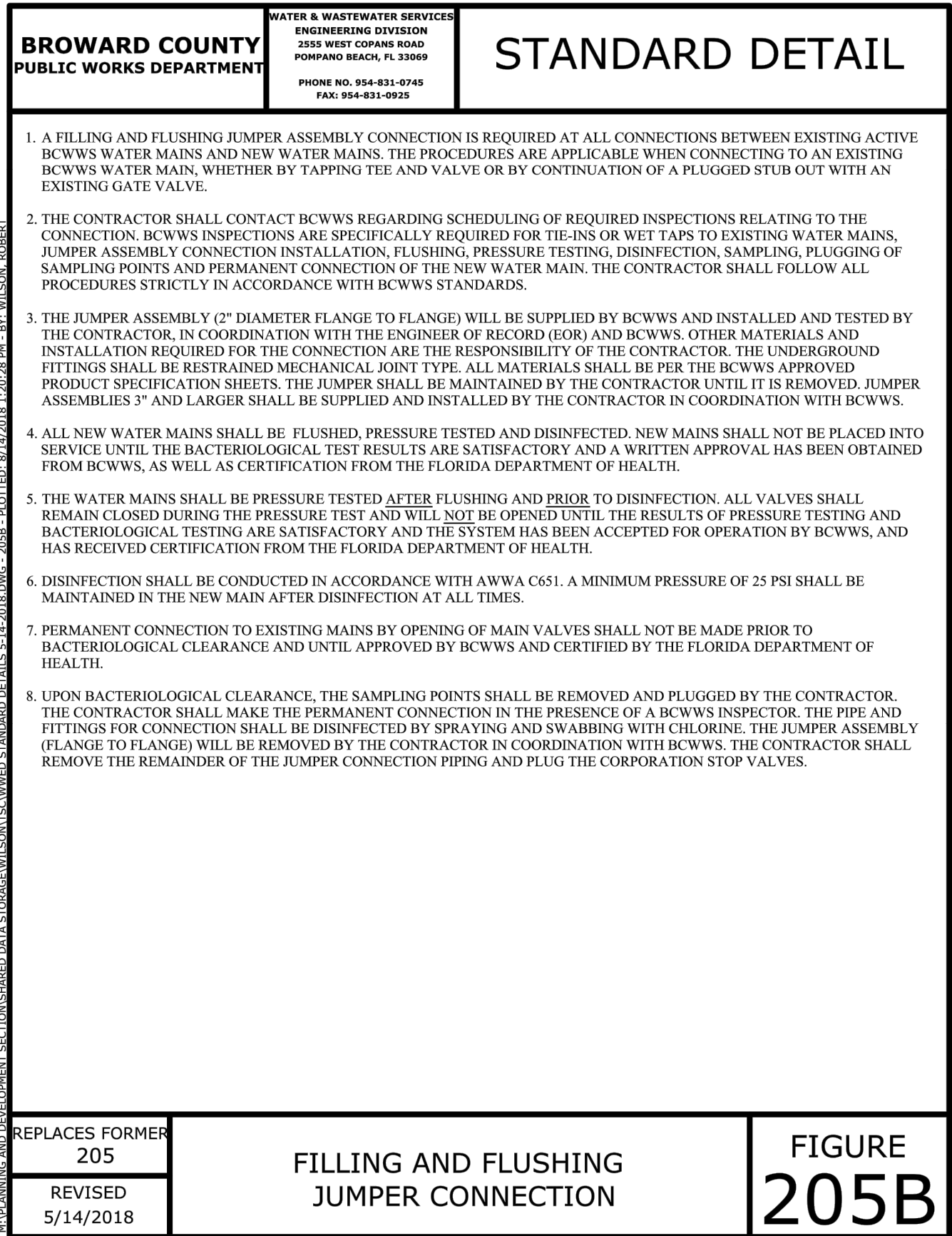
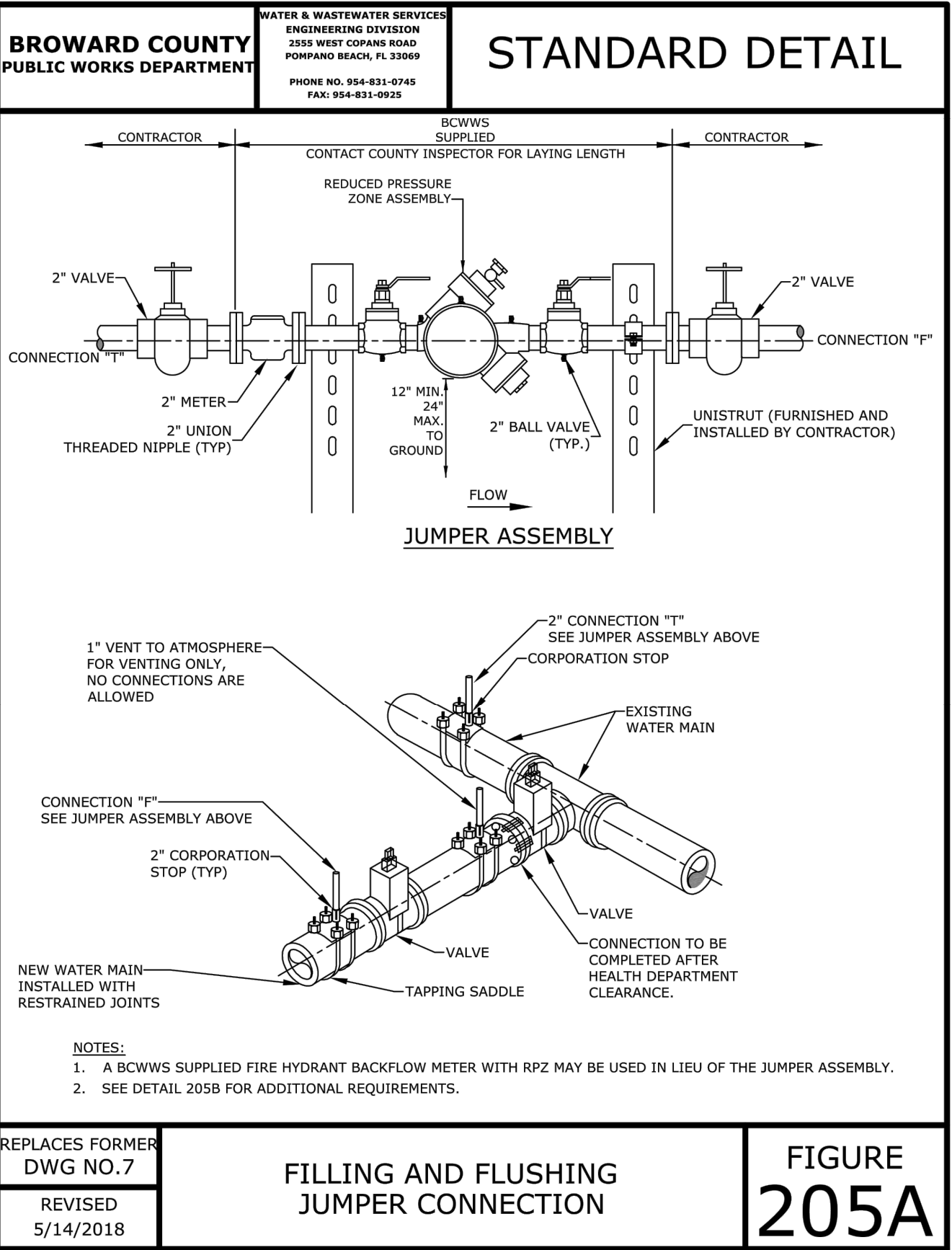
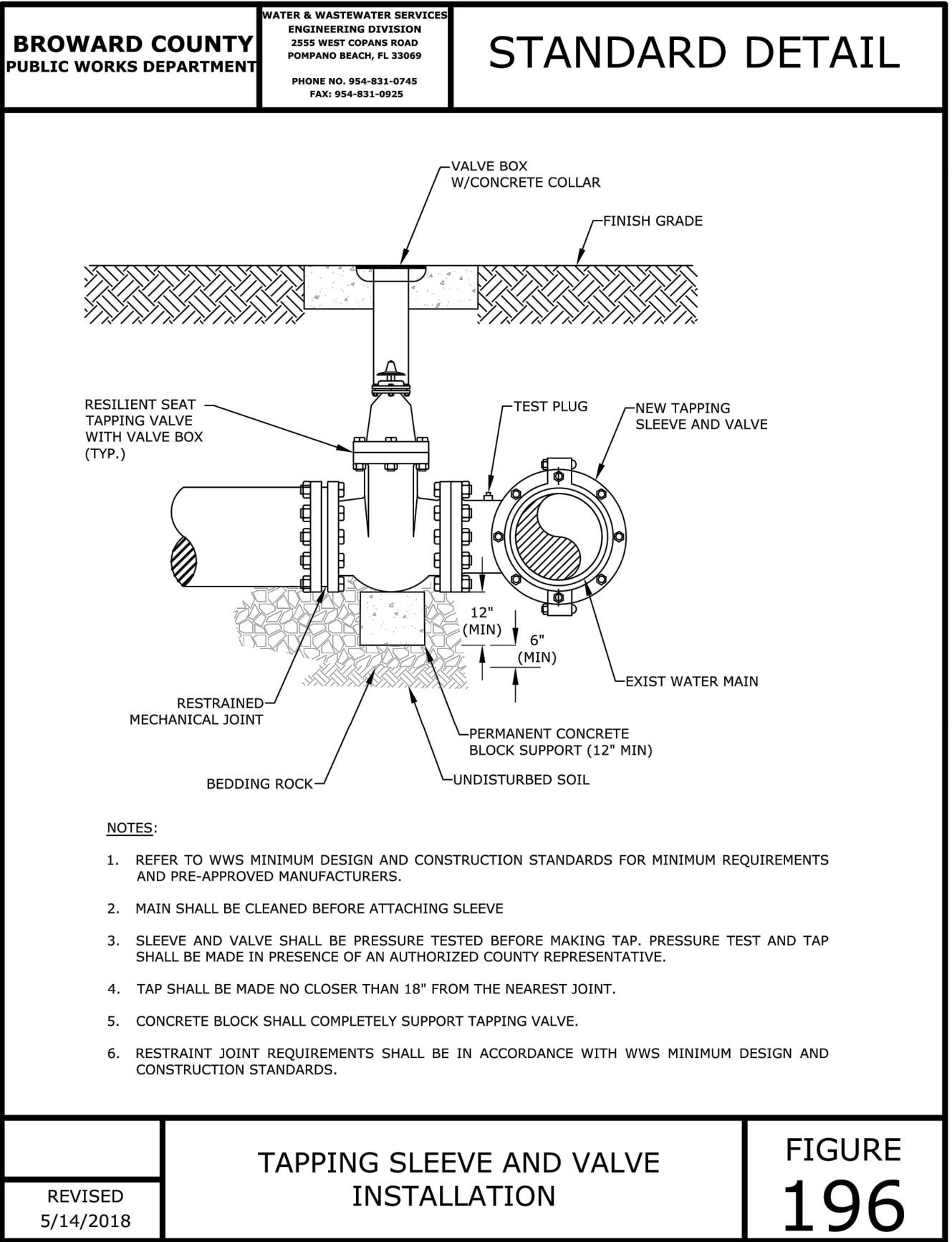
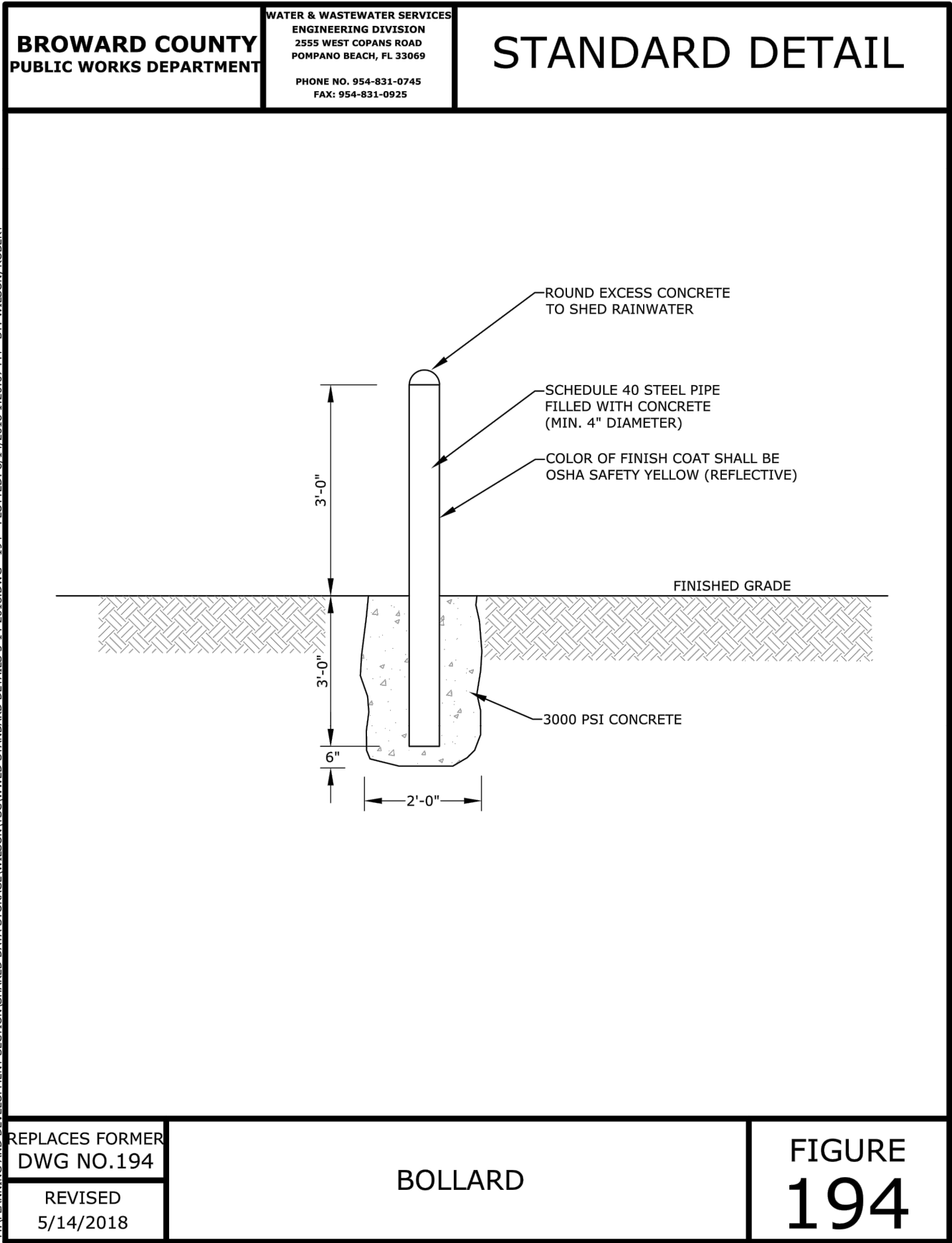
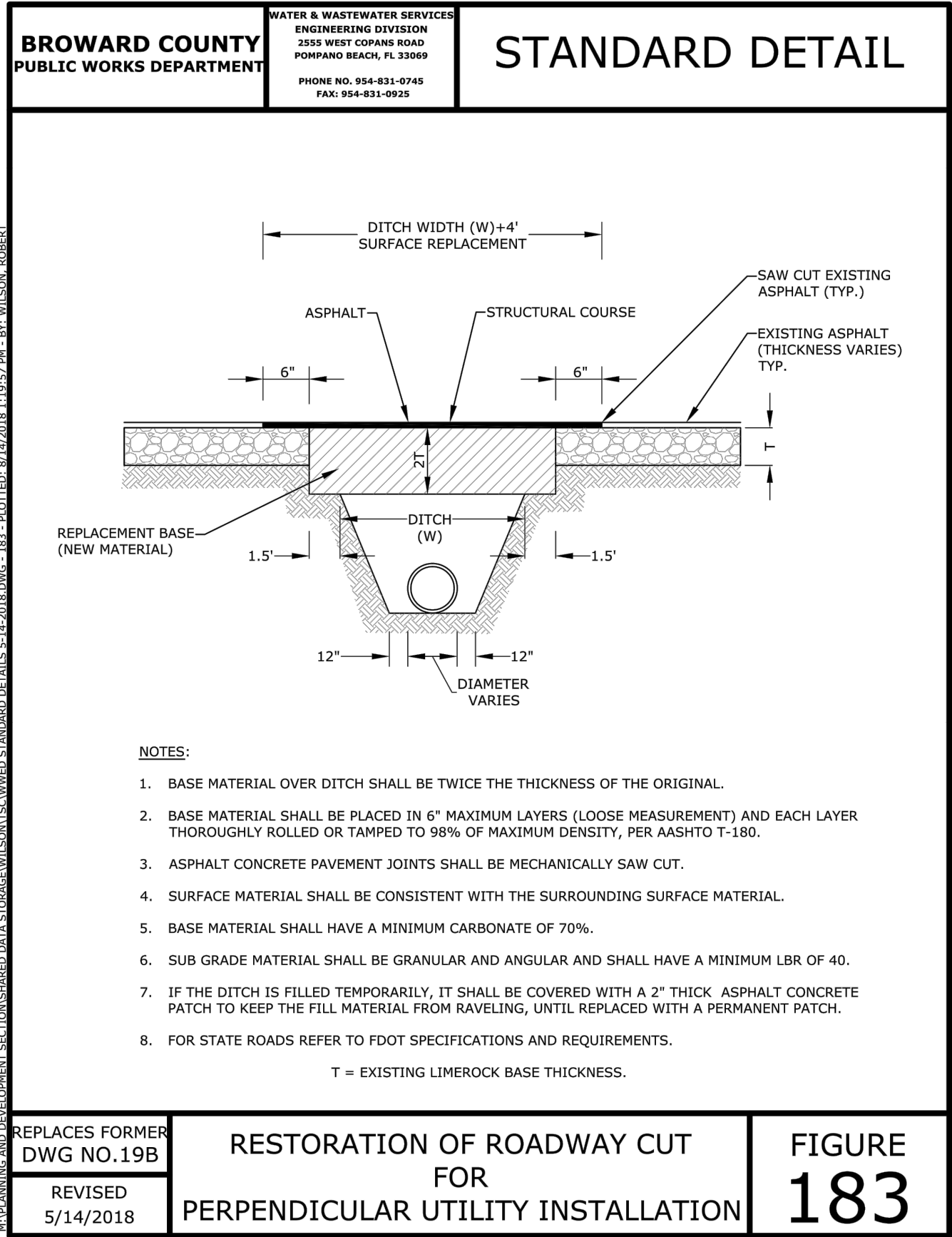
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IMECA DANIA BEACH PREPARED FOR COCCHIOLA, LLC BROWARD COUNTY FL	MANEUVERABILITY PLAN	KHA PROJECT 140706006 DATE SEPT 2023 SCALE AS SHOWN DESIGNED BY RMF DRAWN BY RMF CHECKED BY JDH	LICENSED PROFESSIONAL JOSHUA D. HORNING FL LICENSE NUMBER 67505 DATE: -----	 © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S. CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 6866	REVISIONS No.	BY
						DATE
SHEET NUMBER C3.01						

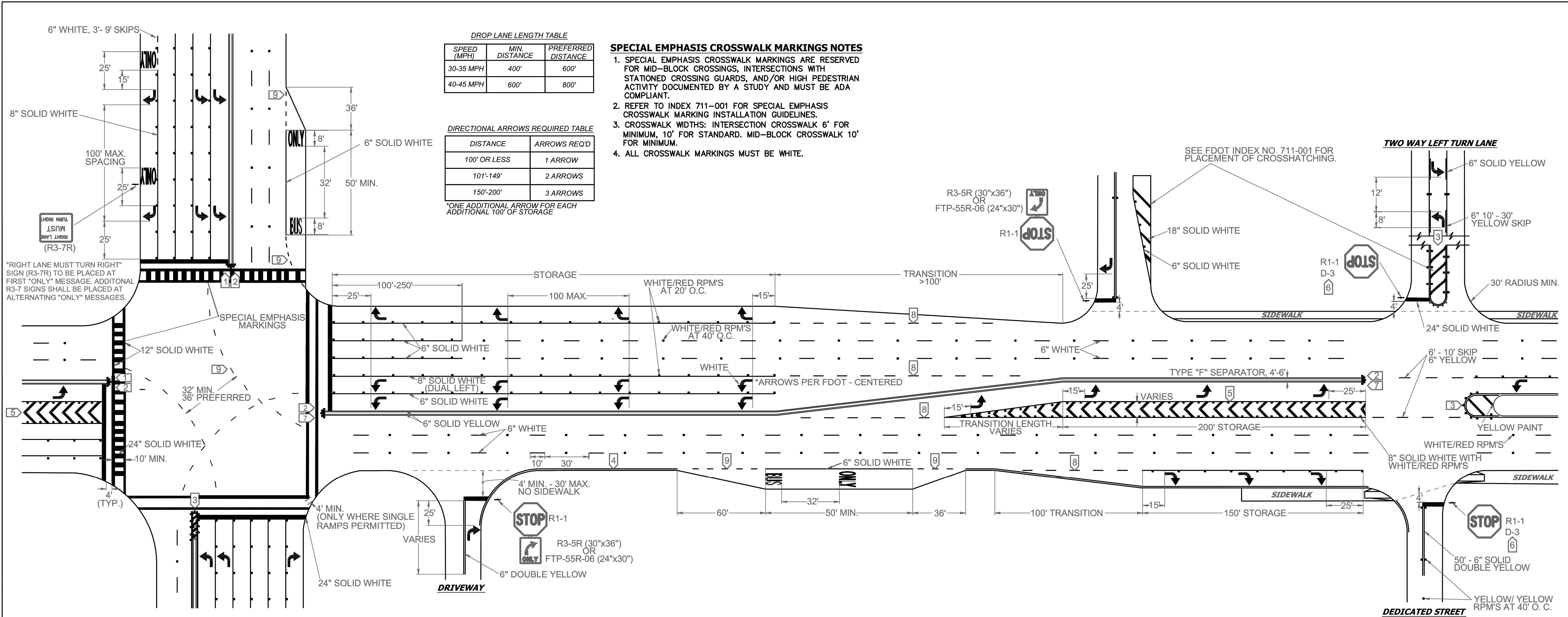
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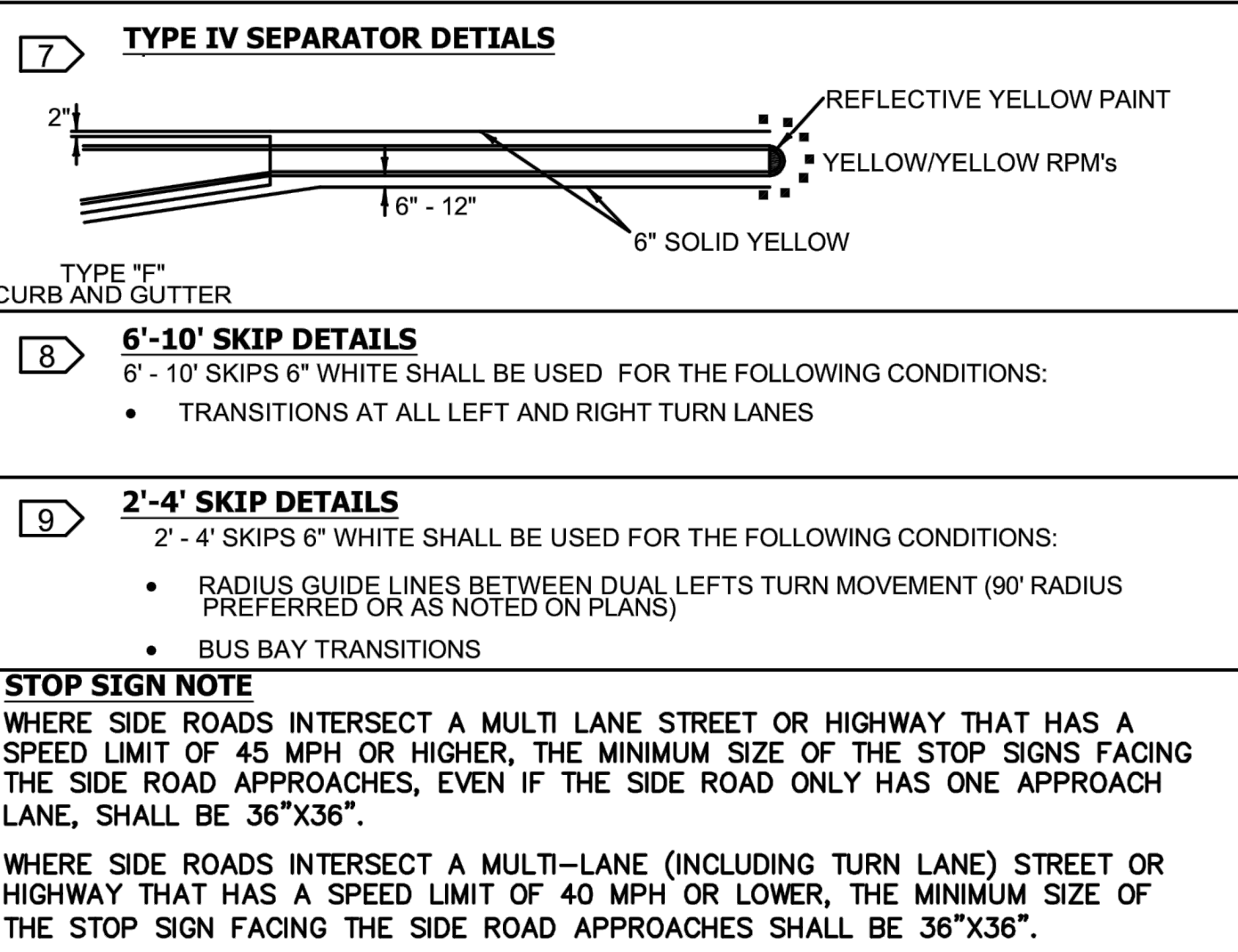
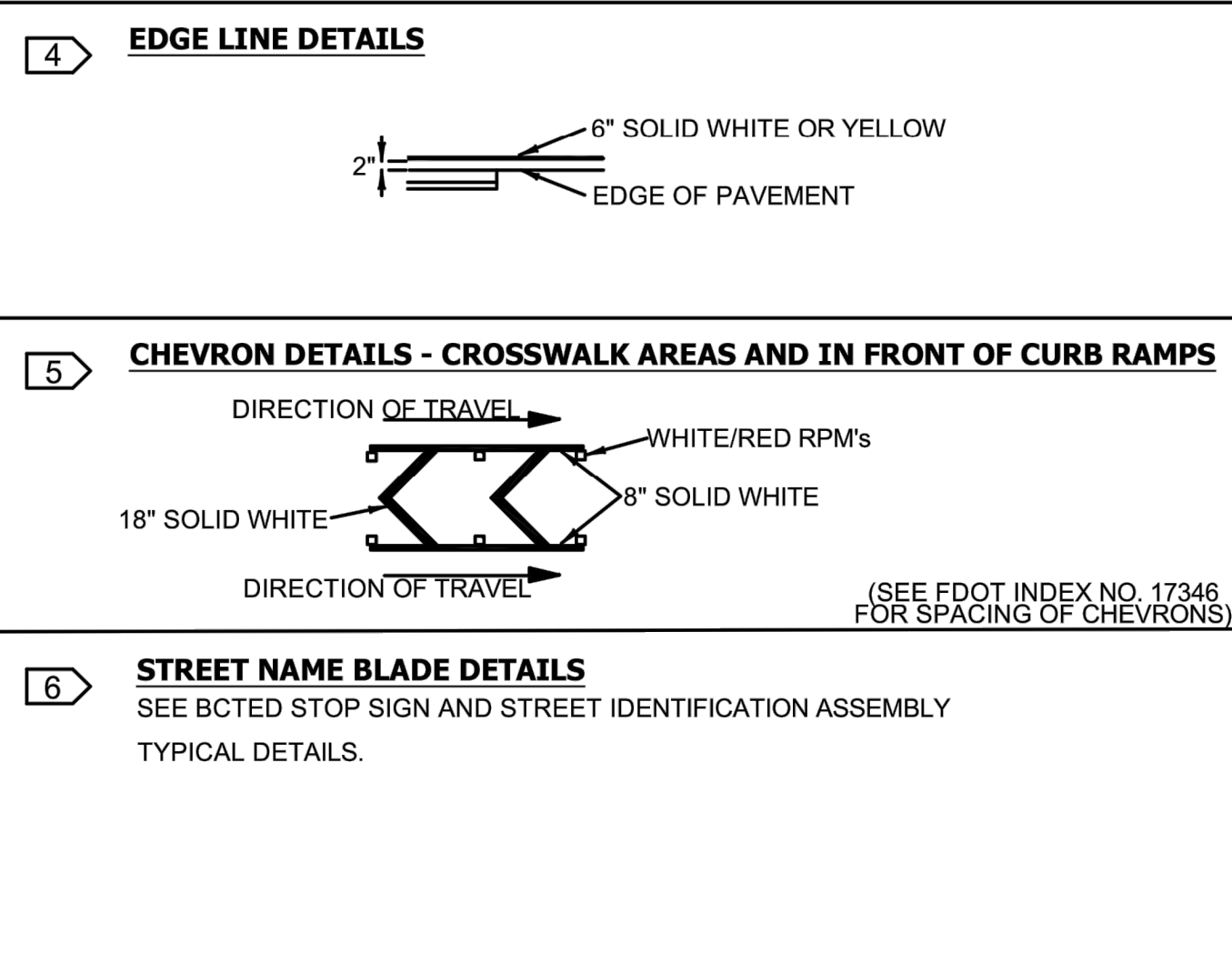
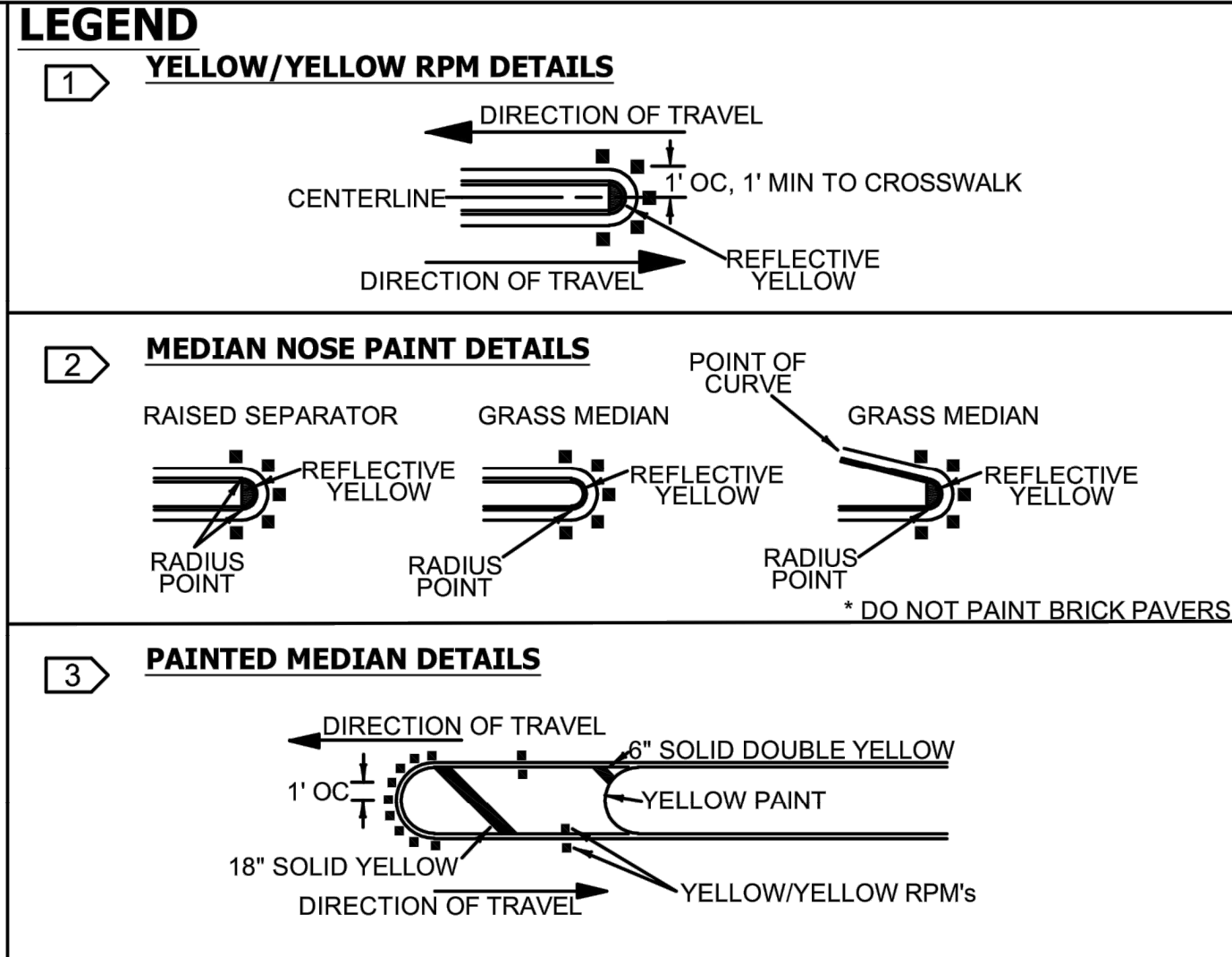
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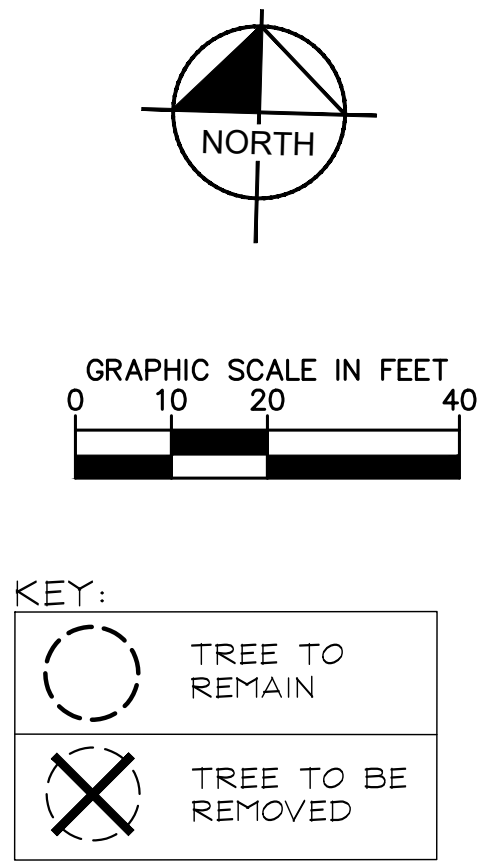


- NOTES**
1. ALL PAVEMENT MARKINGS SHALL BE ALKYD BASED THERMOPLASTIC AND FULLY RETROREFLECTORIZED.
 2. ALL PAVEMENT MARKINGS ON PAVER SYSTEMS SHALL BE 3M 380/381 SERIES TAPE OR EQUIVALENT AND APPLIED WITH P80 ADHESIVE AS PER MANUFACTURERS SPECIFICATIONS.
 3. ALL PAVEMENT MARKINGS AND SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", BCTED STANDARDS, AND FDOT DESIGN STANDARDS.
 4. SEE FDOT INDEX NO 706-001 FOR PLACEMENT OF RPM'S (FOR BULLNOSE RPM TREATMENT, SEE LEGEND NO. 1)
 5. RPM'S SHALL BE CLASS "B" OR EQUIVALENT, APPLIED WITH EPOXY OR BITUMINOUS ADHESIVE.
 6. FDOT APPROVED SEALER SHALL BE USED WHEN APPLYING MARKINGS ON CONCRETE.
 7. FOR BIKE LANE DETAILS SEE FDOT INDEX NO. 711-002.
 8. EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING.
 9. ALL STOP LINES TO BE 4' BEHIND CROSSWALK OR SIDEWALK.
 10. PAVEMENT MARKING REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM REFLECTIVITY READING OF 250 MILLICANDELAS FOR WHITE AND 175 MILLICANDELAS FOR YELLOW.
 11. ALL PRODUCTS MUST BE ON FDOT'S APPROVED PRODUCTS LIST (APL).
 12. RPM'S SHALL NOT BE INSTALLED ADJACENT TO BIKE LANES.
 13. LONGITUDINAL CROSSWALK MARKINGS SHALL BE INSTALLED AT ALL CROSS STREETS ON COUNTY ROADS THAT ARE FOUR LANES OR GREATER.



REVISIONS			PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION		PAVEMENT MARKINGS AND SIGNS DETAILS	SHEET NO.
DATE	DESCRIPTION		DESIGN BY: CARMELO CARATOZZOLO, P.E.	SCALE: NTS		1 OF 1
11-24-2020	UPDATED NOTES		DRAWN BY: STEPHON RAMOUTAR			
04-14-2021	UPDATED NOTES		CHECKED BY: CARMELO CARATOZZOLO, P.E.			
05-06-2022	UPDATED NOTES					

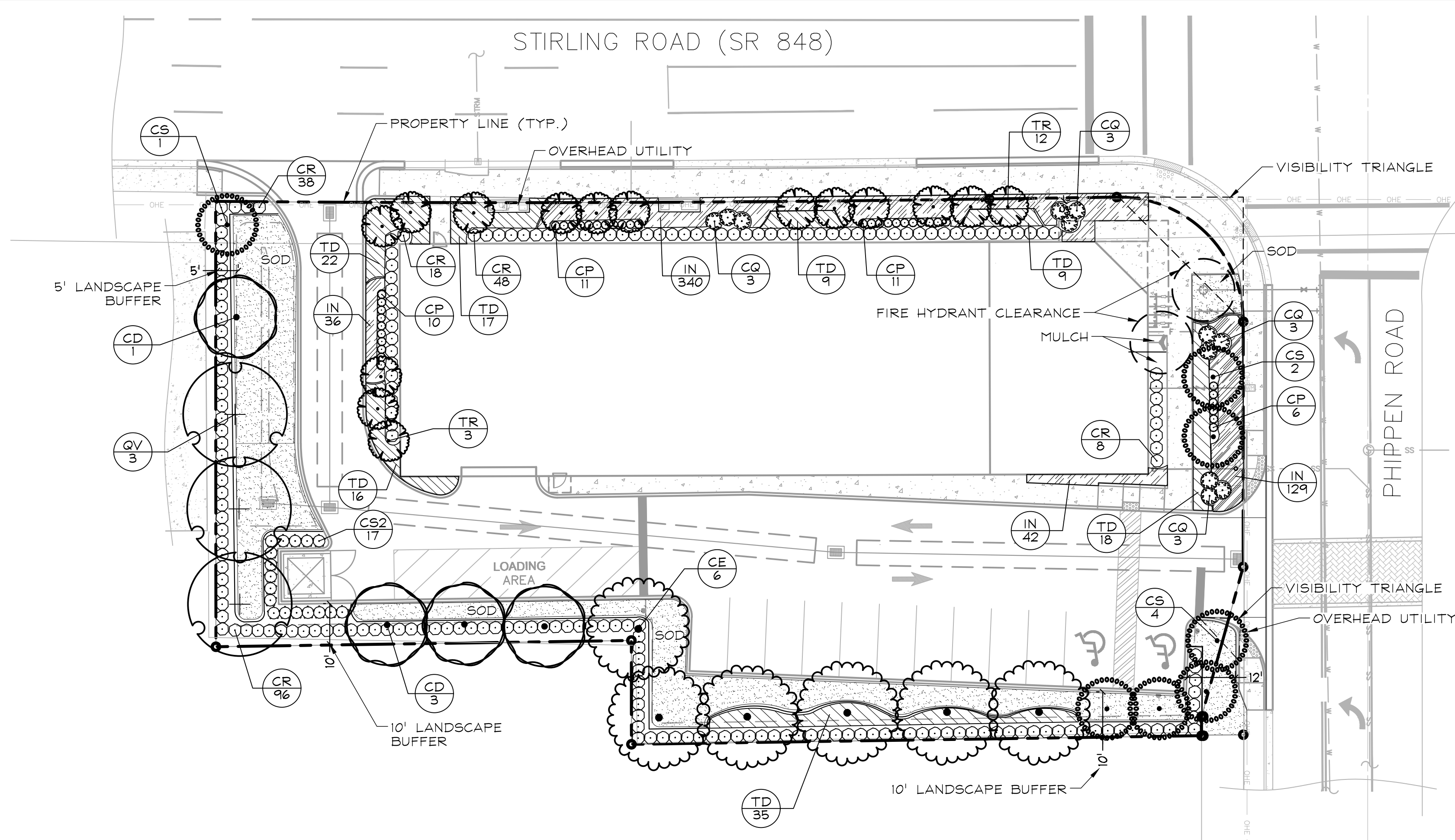
KHA PROJECT 140706006		DATE SEPT 2023		SCALE AS SHOWN		DESIGNED BY RMF		DRAWN BY RMF		CHECKED BY JDH		DATE	
LICENSED PROFESSIONAL		JOSHUA D. HORNING		FL LICENSE NUMBER 67505		RMF		RMF		JDH		DATE	
KIMLEY-HORN AND ASSOCIATES, INC.		1615 S. CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445		PHONE: 561-330-2345 FAX: 561-863-8175		WWW.KIMLEY-HORN.COM		REVISIONS		BY		DATE	
IMECA DANIA BEACH		PREPARED FOR COCCHIOLA, LLC		SHEET NUMBER C3.15		BROWARD COUNTY		REVISIONS		BY		DATE	



DISPOSITION SUMMARY	
TREES TO BE REMOVED	4
CANOPY TO BE REMOVED	4,948 SF

*25% CANOPY MITIGATION IS REQUIRED FOR INVASIVE TREES

Plotted By: Stokes, Bridget - Sheet Set: IMECA DANIA BEACH - Layout: L2.00 LANDSCAPE PLAN - July 31, 2023 - 02:29:57pm - Kimley-Horn.com \\l-bcd-beach-04\N140706006 - Imeca dania beach\CAAD\plansheets\L2.00 LANDSCAPE PLAN.dwg - Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



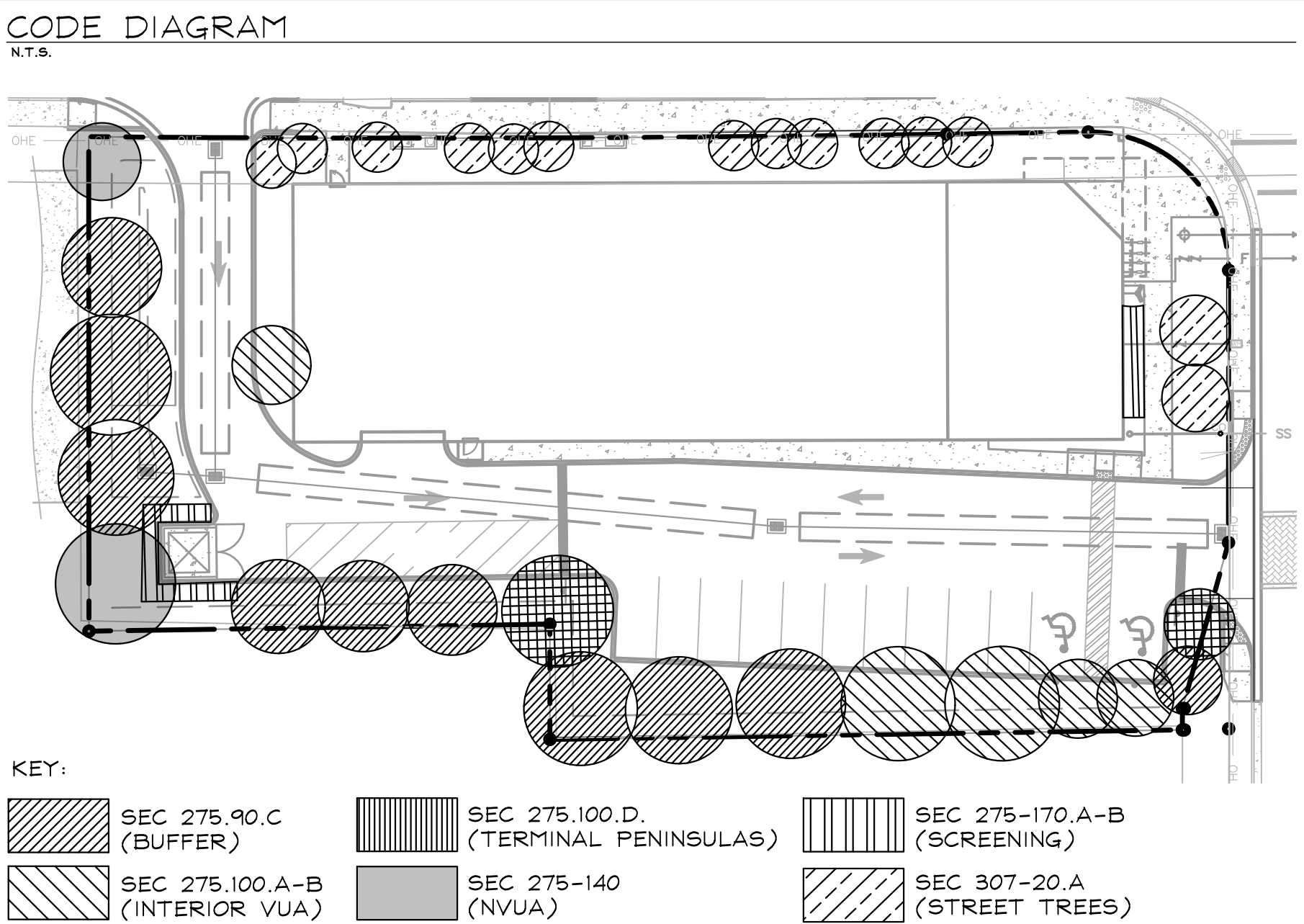
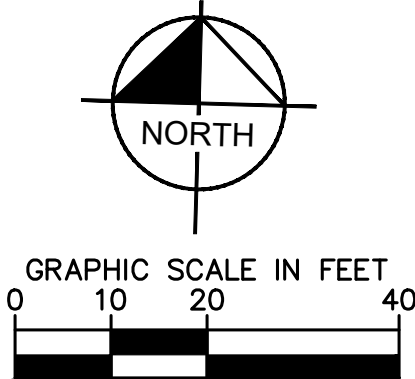
PLANTING NOTES:

- A PRE-CONSTRUCTION MEETING WITH THE DANIA BEACH CITY ARBORIST IS REQUIRED PRIOR TO LANDSCAPING ACTIVITIES INCLUDING REMOVAL OF TREES AND/OR INSTALLATION OF PLANT MATERIAL. CALL 954-924-0423 A MINIMUM OF 5 DAYS PRIOR TO DESIRED START DATE TO SCHEDULE PRE-CONSTRUCTION MEETING.
- ALL EXISTING TREES PROPOSED TO REMAIN ARE TO BE SEPARATED FROM THE LIMITS OF DISTURBANCE OF THE CONSTRUCTION AREA BY TREE PROTECTION FENCING AND SIGNAGE. THE TREE PROTECTION FENCING SHALL BE LOCATED AT THE EDGE OF THE TREE PROTECTION ZONE AS DEPICTED ON THE PLAN OR AT THE EDGE OF THE DRIP-LINE(S) IF A TREE PROTECTION ZONE IS NOT DESIGNATED. NO MATERIAL STORAGE OR CONSTRUCTION ACCESS IS PERMITTED WITHIN THE TREE PROTECTION ZONE.
- ALL EXISTING TREES SHALL BE PRUNED TO ANSI A-300 STANDARDS TO CORRECT POTENTIAL HAZARDS.
- A TREE REMOVAL PERMIT IS REQUIRED PRIOR TO REMOVAL OR RELOCATION OF ANY TREE OR PALM. CONTACT THE DANIA BEACH CITY ARBORIST AT 954-924-6805 TO OBTAIN PERMIT INFORMATION.
- LANDSCAPE CONTRACTOR SHALL NOTIFY SUNSHINE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 A MINIMUM OF 2 FULL BUSINESS DAYS PRIOR TO DIGGING. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AVOIDING DAMAGE TO UTILITIES FROM PLANT INSTALLATION.
- TREE RELOCATIONS:
 - EXISTING TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF 120 DAYS PRIOR TO RELOCATION
 - MINIMUM ROOT BALL SIZES SHALL BE IN ACCORDANCE WITH ANSI STANDARDS AS CALIPER MINIMUM ROOT BALL DIAMETER

1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 INCHES PER INCH OF TRUNK DIAMETER

TRANSPLANTED TREES WITH UNDERSIZED ROOT BALLS MAY BE REJECTED BY THE CITY ARBORIST AND REPLACEMENT TREES MAY BE REQUIRED.

 - A TEMPORARY IRRIGATION SYSTEM SHALL BE PROVIDED DURING AND FOR THE FIRST 40 DAYS AFTER ROOT PRUNING.
- ALL PLANTING MUST FOLLOW PLANTING SPECIFICATIONS AND DETAILS SHOWN ON THE PLAN.
- SUBSTITUTIONS OF PLANT SPECIES OR SPECIFICATIONS MUST BE APPROVED IN WRITING BY THE DANIA BEACH CITY ARBORIST PRIOR TO USE.
- ALL PLANT MATERIAL PLANTED PER THIS LANDSCAPE PLAN SHALL BE FLORIDA GRADE #1 OR BETTER, AS SPECIFIED IN THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF AGRICULTURE'S GRADES AND STANDARDS FOR NURSERY PLANTS. DAMAGED PLANT MATERIAL SHALL BE REJECTED AND REPLACED PRIOR TO INSTALLATION.
- ALL SIZES SHOWN FOR PLANT MATERIAL ARE TO BE CONSIDERED MINIMUMS.
- WHERE QUANTITIES AND/OR SPECIES DIFFER BETWEEN THE PLANTING PLANS AND PLANT LISTS, THE PLANS SHALL TAKE PRECEDENCE.
- ALL NEW PLANT MATERIAL SHALL BE WARRANTED BY THE LANDSCAPE CONTRACTOR FOR A MINIMUM PERIOD OF ONE YEAR. THE WARRANTY PERIOD SHALL BEGIN AFTER ACCEPTANCE OF THE PLANTS BY THE CITY ARBORIST.
- ALL PLANT BEDS TO BE TREATED WITH PRE-EMERGENT HERBICIDE PRIOR TO PLANTING.
- ALL TREE AND PALM STAKING AND SUPPORT SHALL BE REMOVED ONE YEAR AFTER INSTALLATION.
- NO FERTILIZER SHALL BE APPLIED TO NEWLY PLANTED TREES AND PALMS.
- ALL LANDSCAPE MATERIAL SHALL BE THOROUGHLY WATERED AT THE TIME OF PLANTING, NO DRY PLANTING PERMITTED.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY WATER PROVISIONS UNTIL SUCH TIME AS THE IRRIGATION SYSTEM IS OPERATIONAL.
- ALL WIRE GUYS AND/OR FABRIC STRAPS SHALL BE FLAGGED WITH FLORESCENT COLORED TAPE.
- MULCHING:
 - ALL LANDSCAPE AREAS NOT COVERED BY SOD SHALL BE COVERED BY A MINIMUM 3-INCH LAYER OF MULCH.
 - A MULCH RING WITH A MINIMUM RADIUS OF 24 INCHES (48 INCH DIAMETER), IS REQUIRED AROUND ALL NEWLY INSTALLED TREES AND PALMS.
 - CYPRESS MULCH SHALL NOT BE USED.
- ALL NEW LANDSCAPED AREAS SHALL BE EXCAVATED DOWN TO A DEPTH OF 24 INCHES BELOW FINAL GRADE AND BACK FILLED WITH CLEAN DEBRIS-FREE SOIL. CONSTRUCTION ACCESS SHALL BE RESTRICTED FROM THE LANDSCAPE AREA AFTER EXCAVATION AND BACKFILL IS COMPLETE.
- ALL LANDSCAPE AREAS SHALL BE FINISH GRADED SUCH THAT THEY ARE A MINIMUM OF 3.5 INCHES BELOW SURROUNDING PAVED SURFACES SO AS NOT TO IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO ALLOW FOR A 3-INCH MULCH LAYER.
- CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
- CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
- CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
- ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.



KEY:	SEC 275.90.C (BUFFER)	SEC 275.100.D (TERMINAL PENINSULAS)	SEC 275-170.A-B (SCREENING)
	SEC 275.100.A-B (INTERIOR VUA)	SEC 275-140 (NVUA)	SEC 307-20.A (STREET TREES)

DANIA BEACH CODE COMPLIANCE CHART: ZONING: NBHD-MU TOTAL SF: 29,400 SF		
SEC. 275-60 NATIVE PLANTINGS AT LEAST 50% OF REQUIRED PLANT MATERIAL SHALL BE NATIVE. TREES: 35 / 2 = 18 TREES SHRUBS: 662 / 2 = 331 SHRUBS	REQUIRED 18 TREES 331 SHRUBS	PROVIDED 18 TREES 331 SHRUBS
SEC. 275-90.C PERIMETER BUFFER FOR VUA 5 FEET IN DEPTH WITH 1 TREE FOR EVERY 40 LINEAR FEET AND A CONTINUOUS HEDGE THAT IS NOT CLOSER TO THE VUA THAN 5 FEET. EAST: 28' / 40 = 1 TREE WEST: 107' / 40 = 3 TREES SOUTH: 237' / 40 = 6 TREES	EAST: 1 TREE WEST: 3 TREES SOUTH: 6 TREES	EAST: 1 TREE WEST: 4 TREES SOUTH: 6 TREES
SEC. 275-100.A-B INTERIOR VUA INTERIOR VUA IS CALCULATED AT 20% OF THE TOTAL VUA. WITHIN THE NBHD-MU DISTRICT, REQUIREMENTS SHALL BE REDUCED BY 1/2. 1 TREE IS REQUIRED FOR EVERY 200 SF OF VUA. 8,924 INTERIOR VUA SF x 20% = 1785 SF / 2 = 893 SF 893/200 = 5 TREES	5 TREES	5 TREES
SEC. 275-100.D TERMINAL PENINSULAS EACH PENINSULA WITHIN THE VUA SHALL HAVE (1) CATEGORY 1 TREES	2 TREES	2 TREES
SEC. 275-140 LANDSCAPE REQUIREMENTS FOR OTHER NONVEHICULAR OPEN SPACE 50 OR MORE PERCENT OF SITE NONVEHICULAR OPEN SPACE (PROVIDED 33%) 1 TREE AND 10 SHRUBS PER 2000 SF TOTAL PERVIOUS SPACE = 8,276 SF TOTAL NVUA = 2,338 SF 2,338 / 2000 = 2 TREES AND 20 SHRUBS	2 TREES 20 SHRUBS	2 TREES 20 SHRUBS
SEC. 275-170.A-B SCREENING REQUIREMENTS A) SHRUBS SHALL BE USED TO SCREEN STRUCTURES, INCLUDING BUILDINGS, AT A MINIMUM OF 20% COVERAGE. (24 LF OF SCREEN / 56' BUILDING = 42%) B) EQUIPMENT AND DUMPSTERS SHALL BE SCREENED ON AT LEAST 3 SIDES.	20% SCREENED X	42% SCREENED X
SEC. 307-20.A STREET TREES NORTH: WHERE A BUILDING IS CONSTRUCTED, SABAL PALMS SHALL BE PLANTED AT 15' O.C. ALONG ALL STREETS. *NOTE OH UTILITIES PRESENT EAST: TREES SHALL BE PLANTED AT 30' O.C. *NOTE OH UTILITIES PRESENT NORTH: 180 LF / 15 = 12 PALMS EAST: 56 LF / 30 = 2 TREES	N: 12 PALMS E: 2 TREES	N: 12 PALMS E: 2 TREES

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	HEIGHT	SPACING	QTY.
CD	Coccoloba diversifolia	Pigeon Plum	Cont.	2" DBH	14' HT x 5' SPR	Yes	4
CE	Conocarpus erectus	Green Buttonwood	Cont.	2" DBH	14' HT	Yes	6
CS	Cordia sebestena	Orange Geiger Tree	Cont.	2" DBH	12' HT x 4' SPR	Yes	7
QV	Quercus virginiana	Southern Live Oak	Cont.	2" DBH	14' HT x 5' SPR	Yes	3
TR	Thrinax radiata	Florida Thatch Palm	F.G.		8' CT Min.	Yes	15
SHRUBS	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING		
CP	Codiaeum variegatum 'Petra'	Petra Croton	Cont.	24" O.C.	18"x18"		38
CQ	Crinum augustum 'Queen Emma'	Queen Emma Crinum Lily	Cont.	As Shown	24"x24"		12
CR	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	Cont.	36" O.C.	30"x30"		208
CS2	Clusia guttifera	Small Leaf Clusia	Cont.	36" O.C.	5' HT		17
	Screen at height of dumpster, 5'-6'						
SHRUB AREAS	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING		
IN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	Cont.	18" O.C.	12"x12"		547
TD	Tripsacum dactyloides nana	Dwarf Fakahatchee Grass	Cont.	36" O.C.	24"x24"		126
GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING		
SOD	Stenotaphrum secundatum 'Floratum'	Floratum St. Augustine Grass	Sod				± 2,879 sf

Kimley»Horn

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1615 S. CONGRESS AVE., SUITE 201,
DELRAY BEACH, FL 33445
PHONE: 561-330-2345 · FAX: 561-863-8175
WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL

TRICIA C. RICHTER, PLA

FL LICENSE NUMBER
LA #6667244

DATE: -----

KHA PROJECT
140706006

DATE
AUG 2023

SCALE AS SHOWN

DESIGNED BY RMF

DRAWN BY RMF

CHECKED BY JDH

LANDSCAPE PLAN

IMECA DANIA BEACH
PREPARED FOR
COCCHIOLA, LLC

FL

SHEET NUMBER
L2.00

REVISIONS

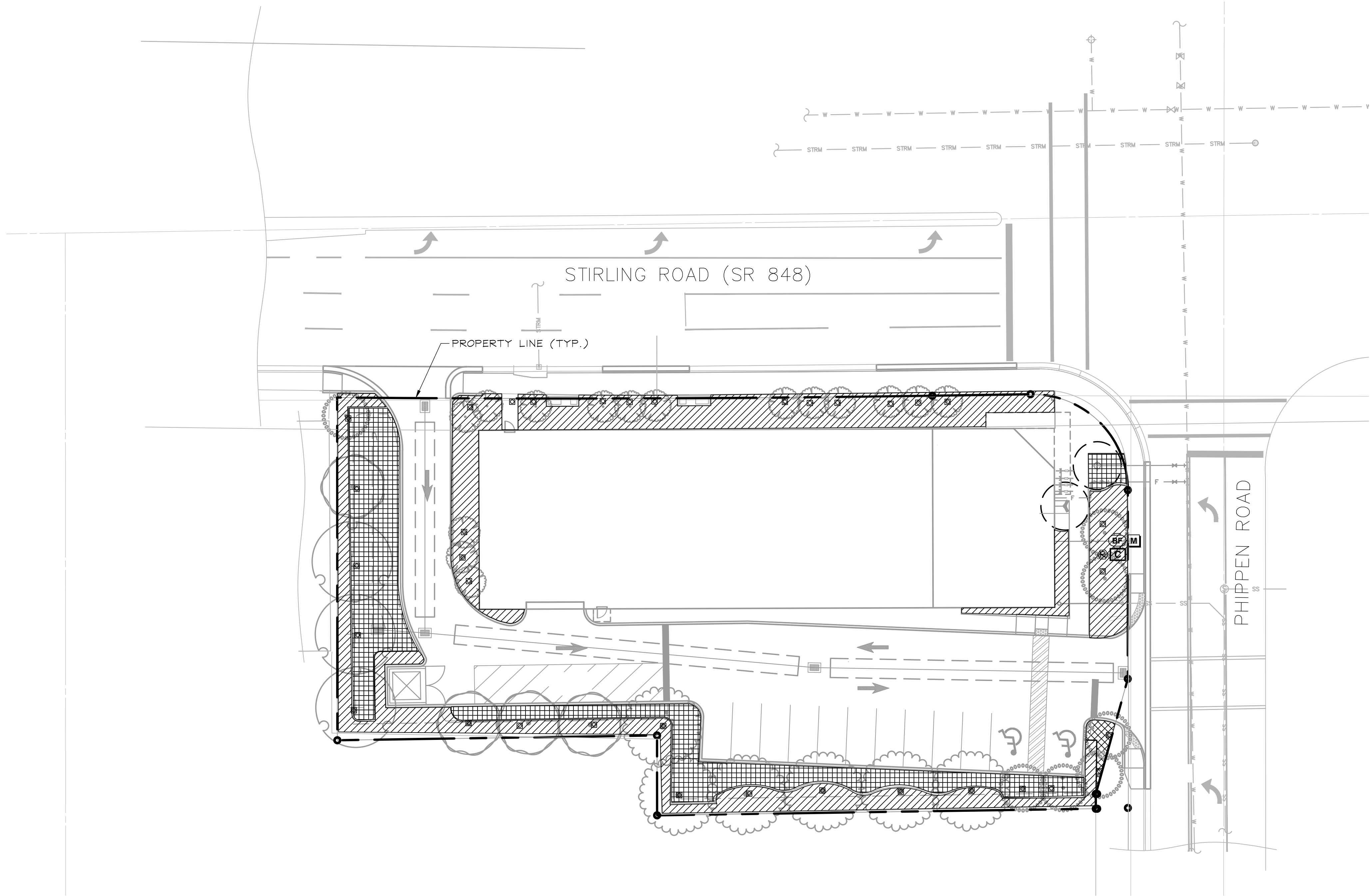
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DATE

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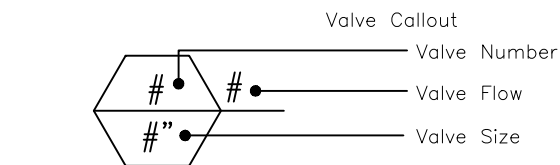
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IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	QTY	PSI
	SHRUB SPRAY 4'-15' radius (1,2m-4,6m), triangular spaced, head to head coverage.	4,518 s.f.	30
	TURF SPRAY 4'-15' radius (1,2m-4,6m), triangular spaced, head to head coverage.	2,903 s.f.	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
1401 1402 1404 1408	Rain Bird 1402 Flood 1401 Flood Bubbler on IPS flex hose per detail	35	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Backflow Preventer 1" Existing Backflow Preventer	1	
	Rain Bird ESPLXME2 12 Station Traditionally-Wired, Commercial Controller, Indoor/Outdoor, Plastic Wall-Mount Enclosure.	1	
	Hunter MINI-CLIK Rain Sensor, mount as noted	1	
	Water Meter 1" Existing Water Meter	1	



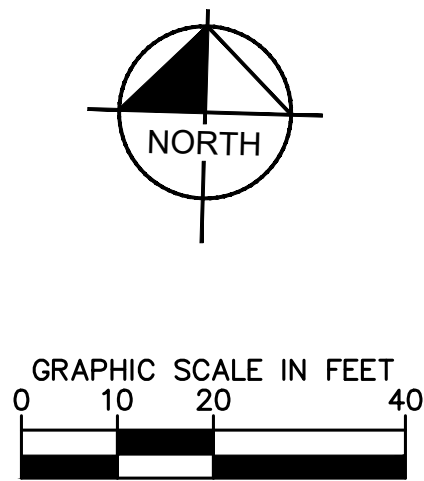
PLAN IS DIAGRAMMATIC.
CONTRACTOR SHALL
INSTALL ALL IRRIGATION
EQUIPMENT IN LANDSCAPE
OR TURF AREAS WITHIN
PROJECT LIMITS

IRRIGATION SYSTEM NOTES

- CONTRACTOR SHALL REFER TO THE IRRIGATION DETAILS, IRRIGATION SCHEDULE, SPECIFICATIONS AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
- IRRIGATION QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
- ANY SUBSTITUTIONS FOR SPECIFIED IRRIGATION EQUIPMENT MUST BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE IN WRITING PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL FIELD ADJUST LOCATION OF IRRIGATION EQUIPMENT AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL FIELD ADJUSTMENTS SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
- IRRIGATION PLAN IS DIAGRAMMATIC. EQUIPMENT SHOWN ON IMPERVIOUS SURFACES IS FOR GRAPHIC CLARITY UNLESS OTHERWISE NOTED. CONTRACTOR SHALL INSTALL ALL EQUIPMENT WITHIN LANDSCAPE AREAS IN PROPERTY LIMITS.

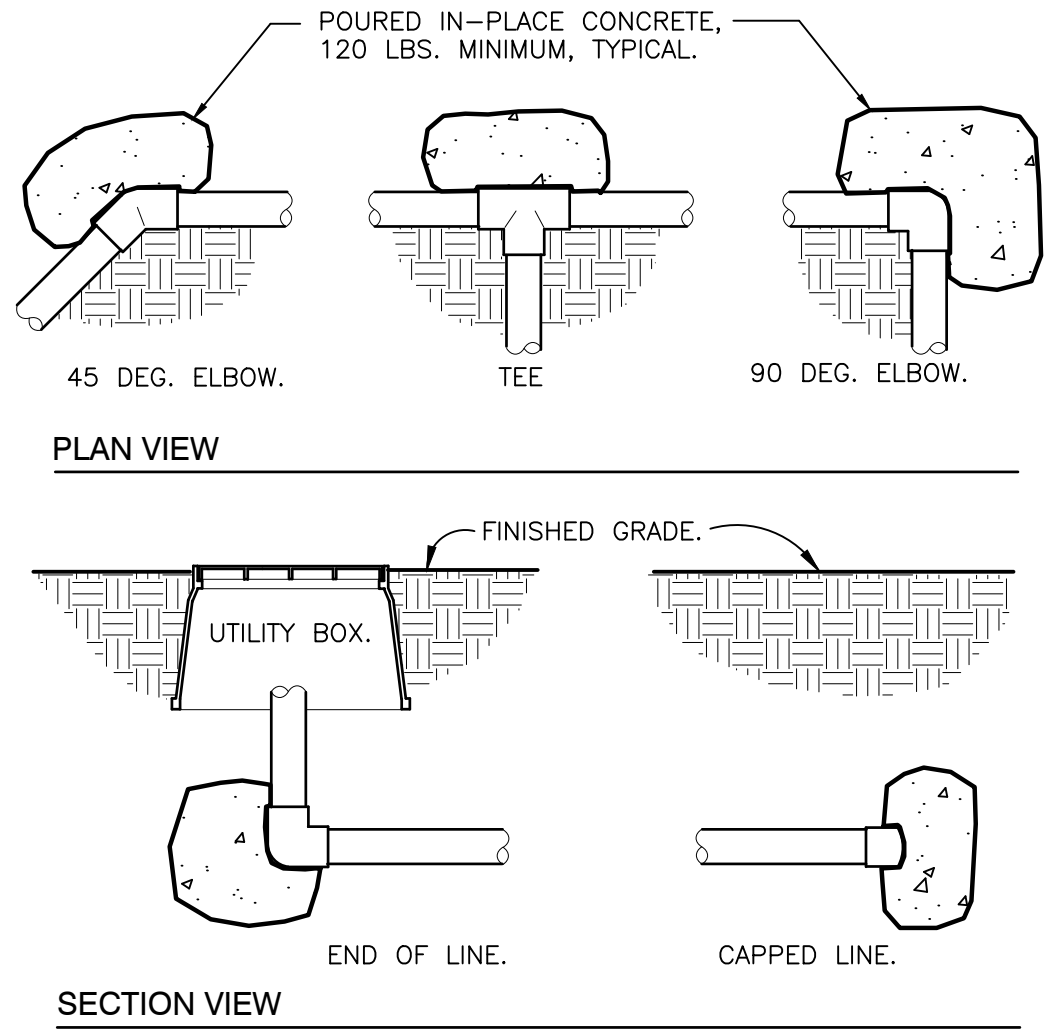
THE IRRIGATION SYSTEM IS DESIGNED TO OPERATE WITH A SOURCE PROVIDING 37.5 GPM AT 55 PSI.

SPRAY HEAD DESIGN PRESSURE: 30 PSI
BUBBLER DESIGN PRESSURE: 30 PSI

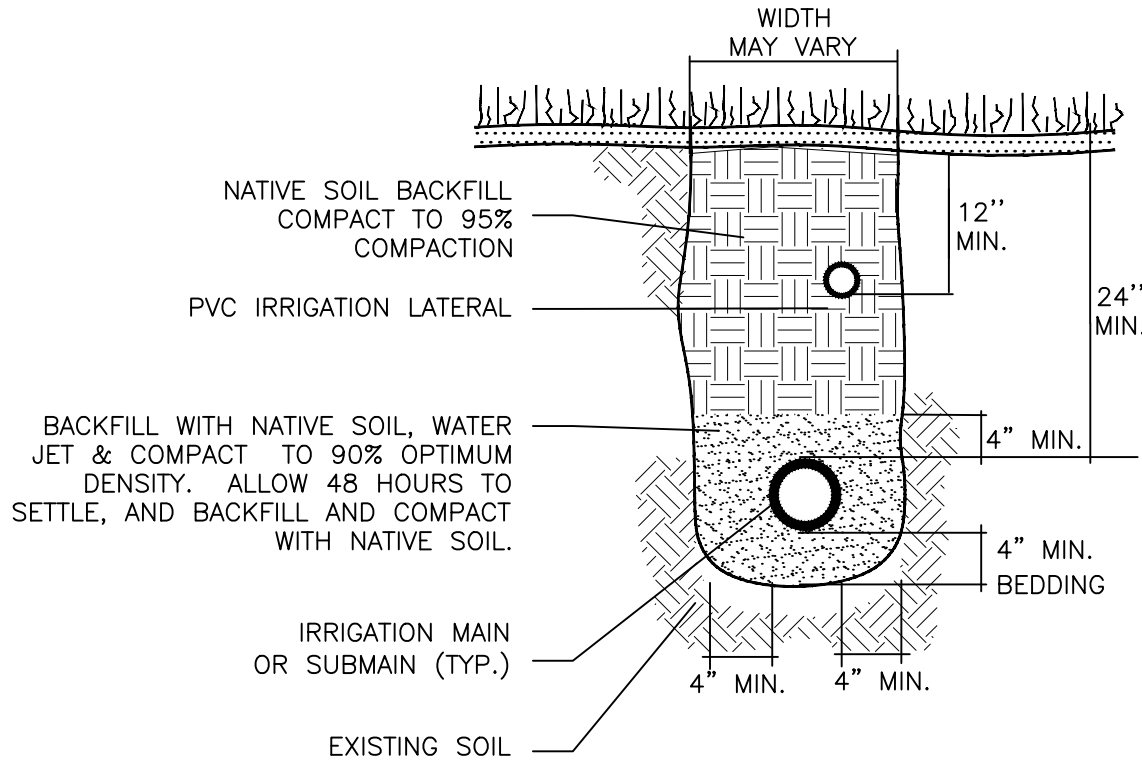


IMECA DANIA BEACH PREPARED FOR COCCHIOLA, LLC	BROWARD COUNTY	FL	SHEET NUMBER L3.00	KHA PROJECT 140706006	DATE AUG 2023	SCALE AS SHOWN	DESIGNED BY RMF	DRAWN BY RMF	CHECKED BY JDH	DATE -----	LICENSED PROFESSIONAL TRICIA C. RICHTER, PLA FL LICENSE NUMBER LA #6667244	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S. CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM REGISTRY NO. 696	REVISIONS	No.	BY	DATE

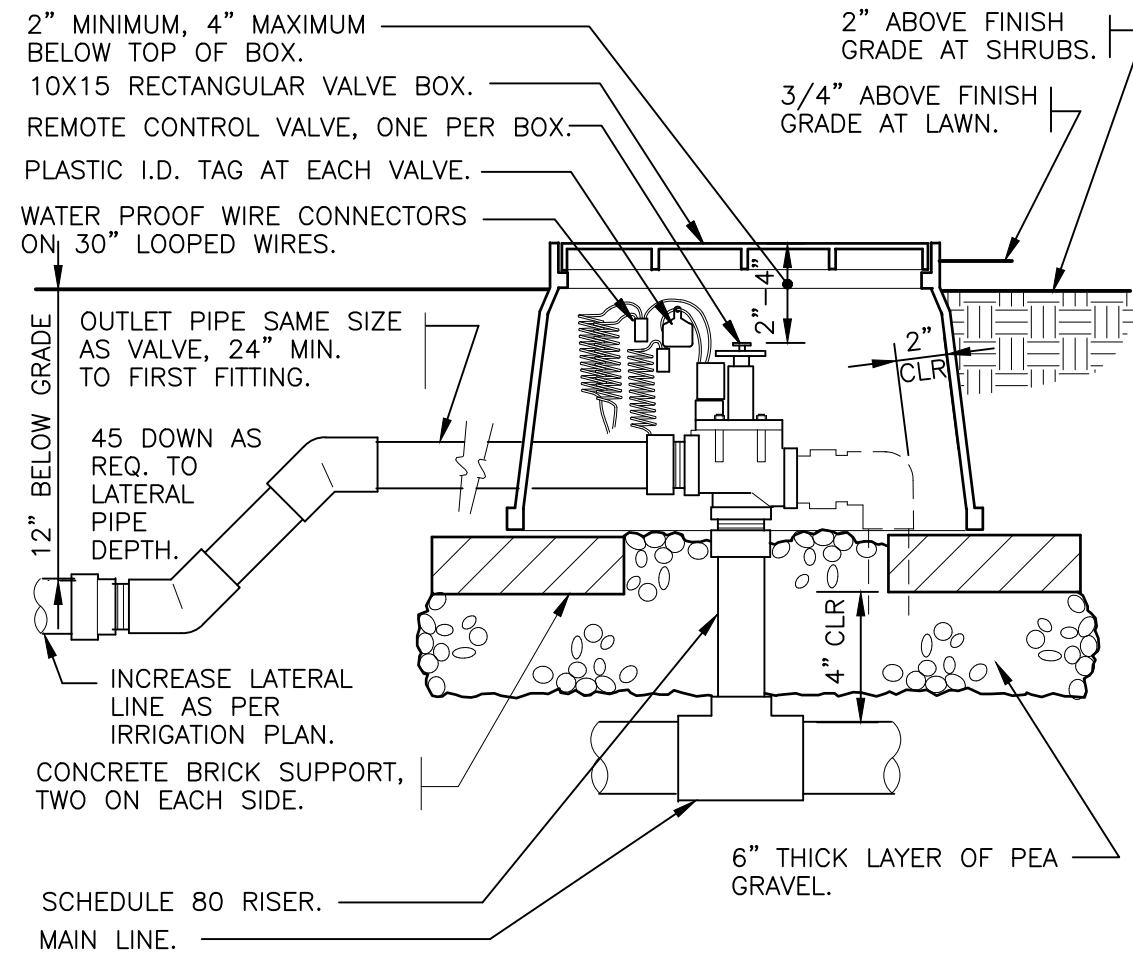
Plotted By: Stokes, Bridget. Sheet Set: IMECA DANIA BEACH. Layout: L3.10. IRRIGATION DETAILS. July 31, 2023. 02:30:42pm. \\kimley-horn.com\\f_bcd\\bcd-civil\\140706006 - Imeca dania beach CADD\\plansheets\\L3.10. IRRIGATION DETAILS.dwg. This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



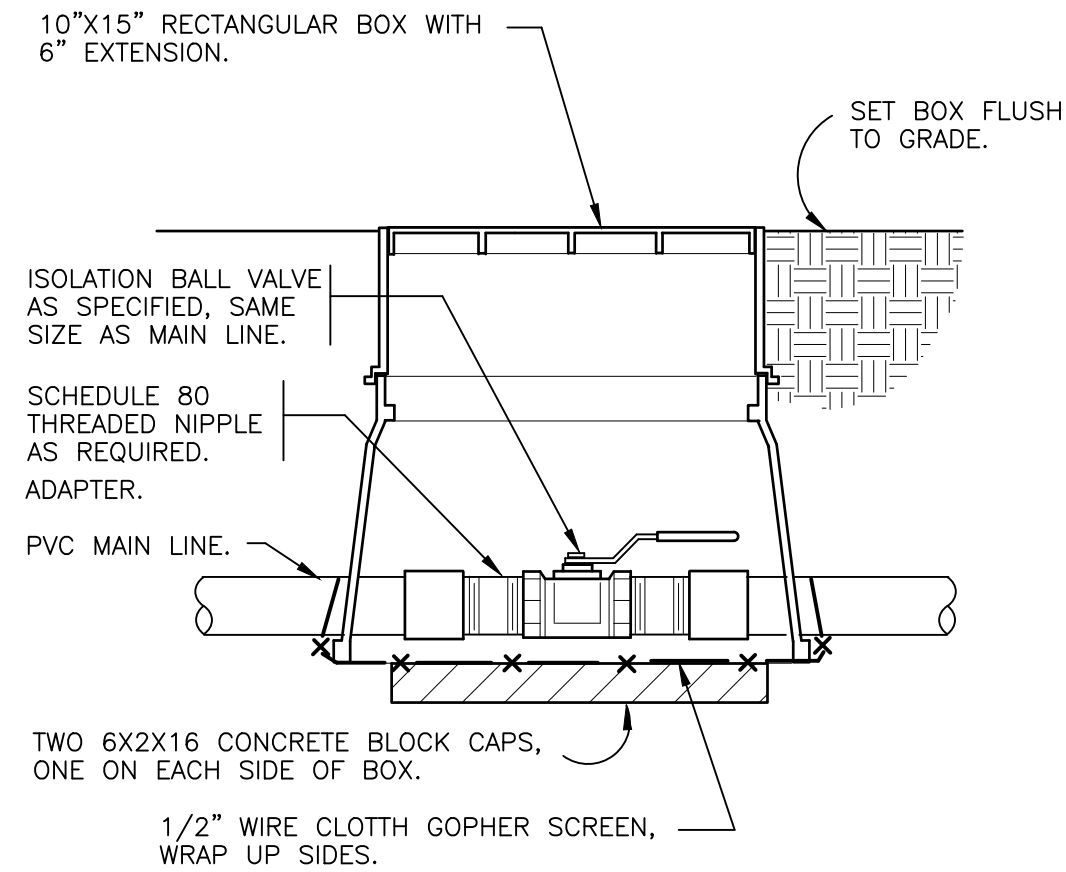
1 THRUST BLOCKING
3/4" = 1'-0"
32 8409.76-01



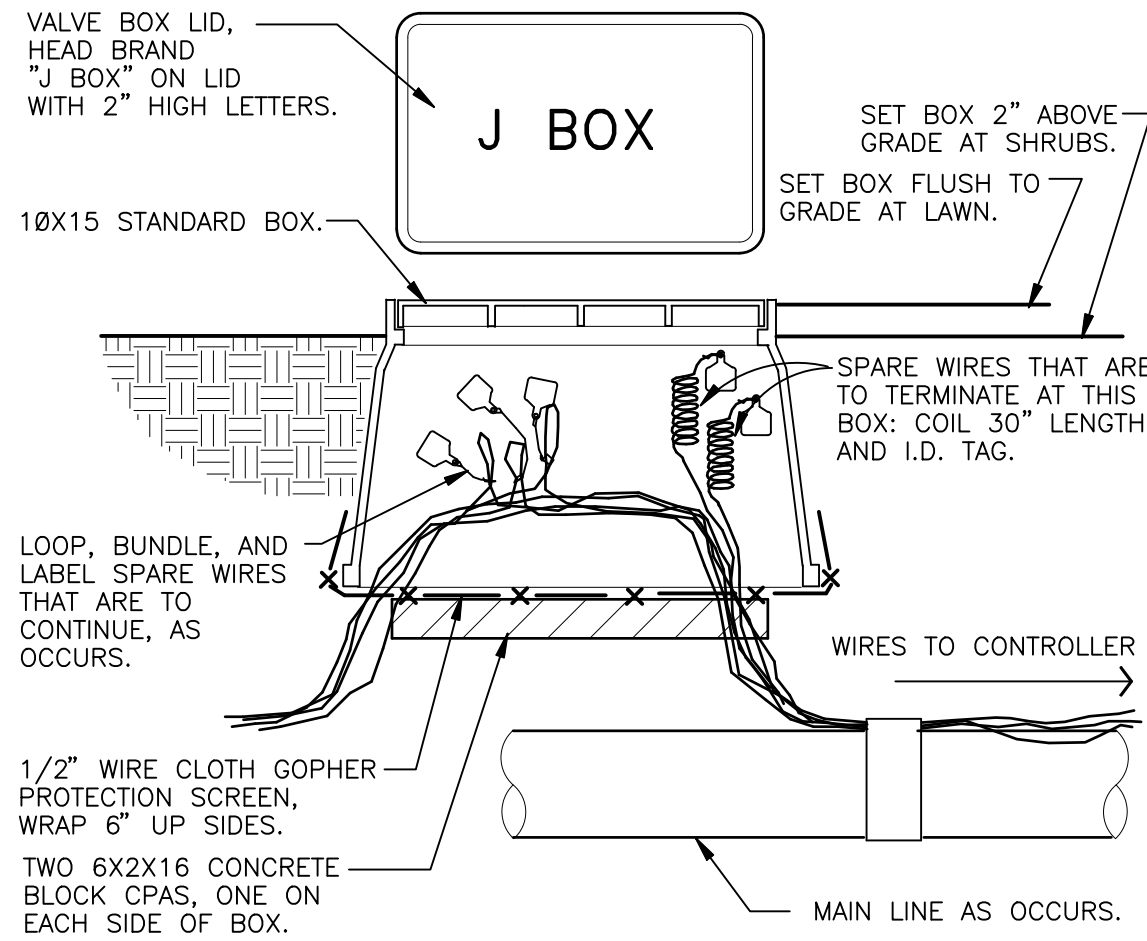
2 TRENCHING DETAIL
NOT TO SCALE
32 8409.76-03



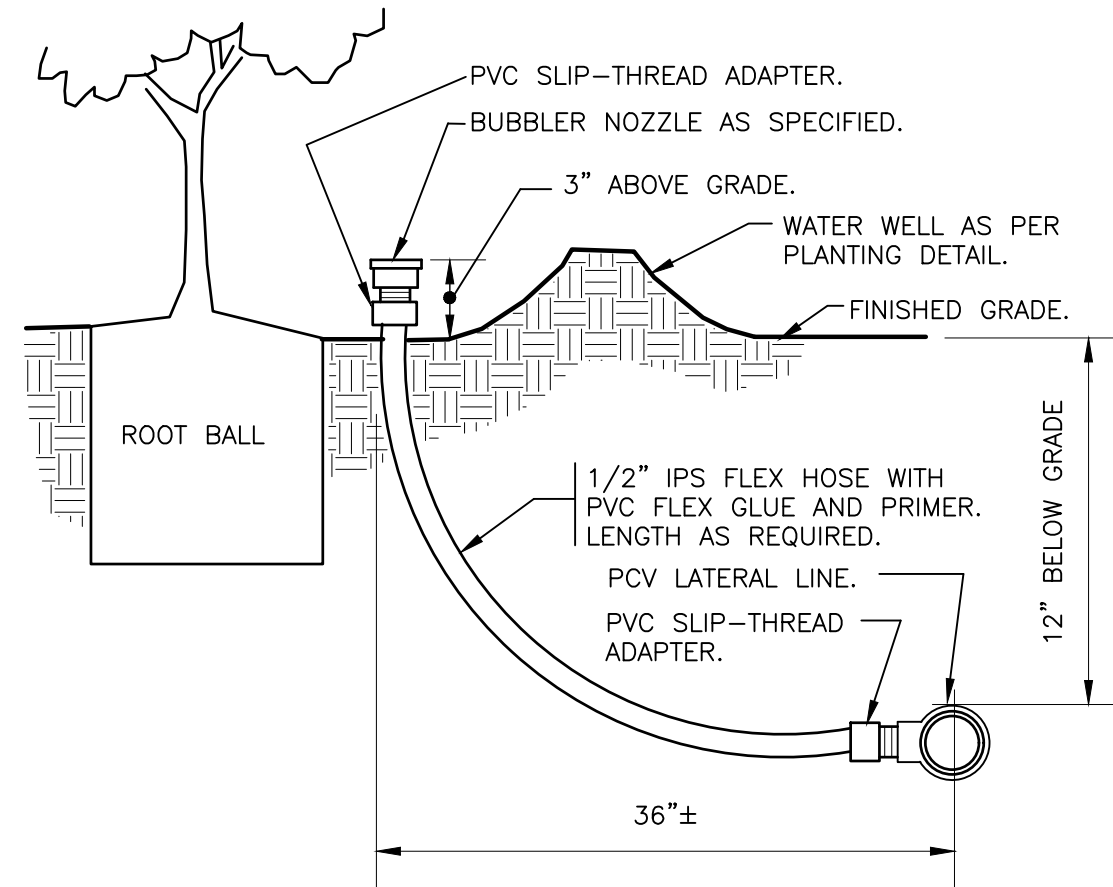
3 ELECTRIC REMOTE CONTROL VALVE
1 1/2" = 1'-0"
32 8406.13-01



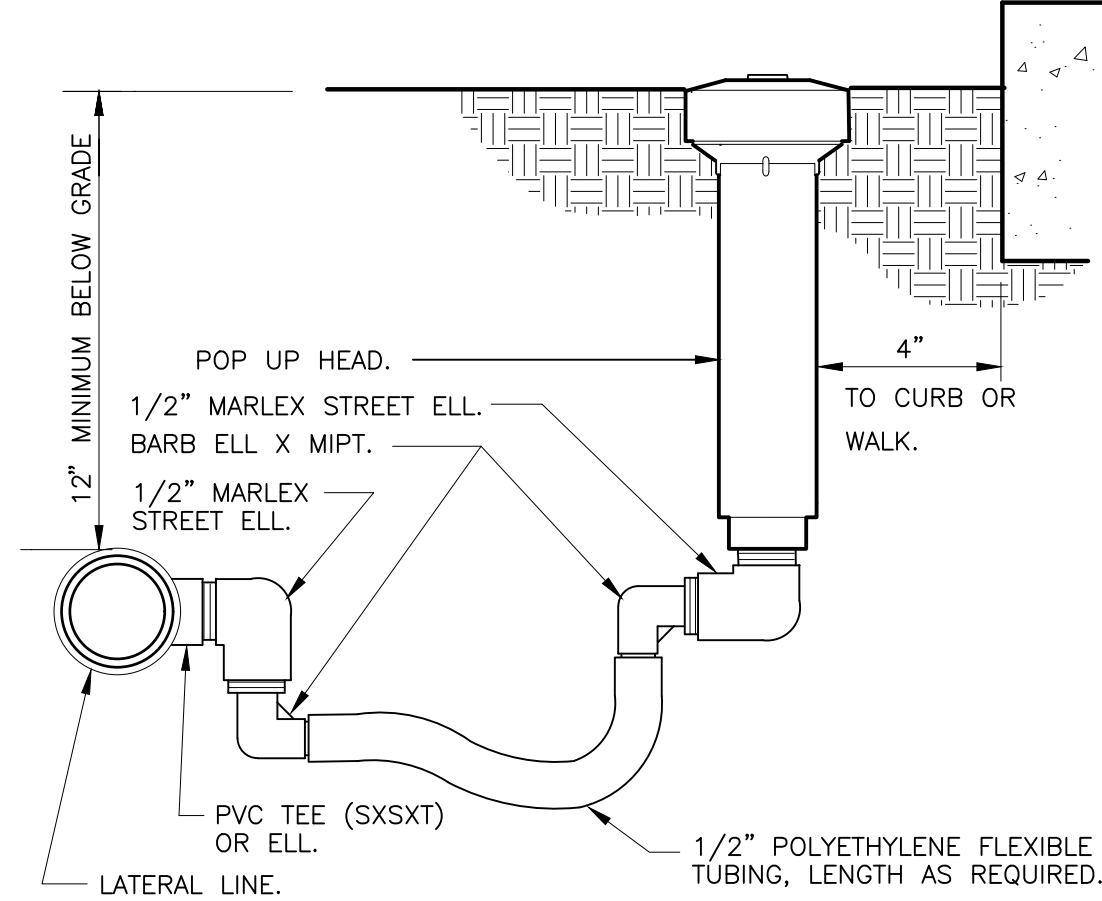
4 BRASS BALL ISOLATION VALVE
1 1/2" = 1'-0"
32 8406.33-02



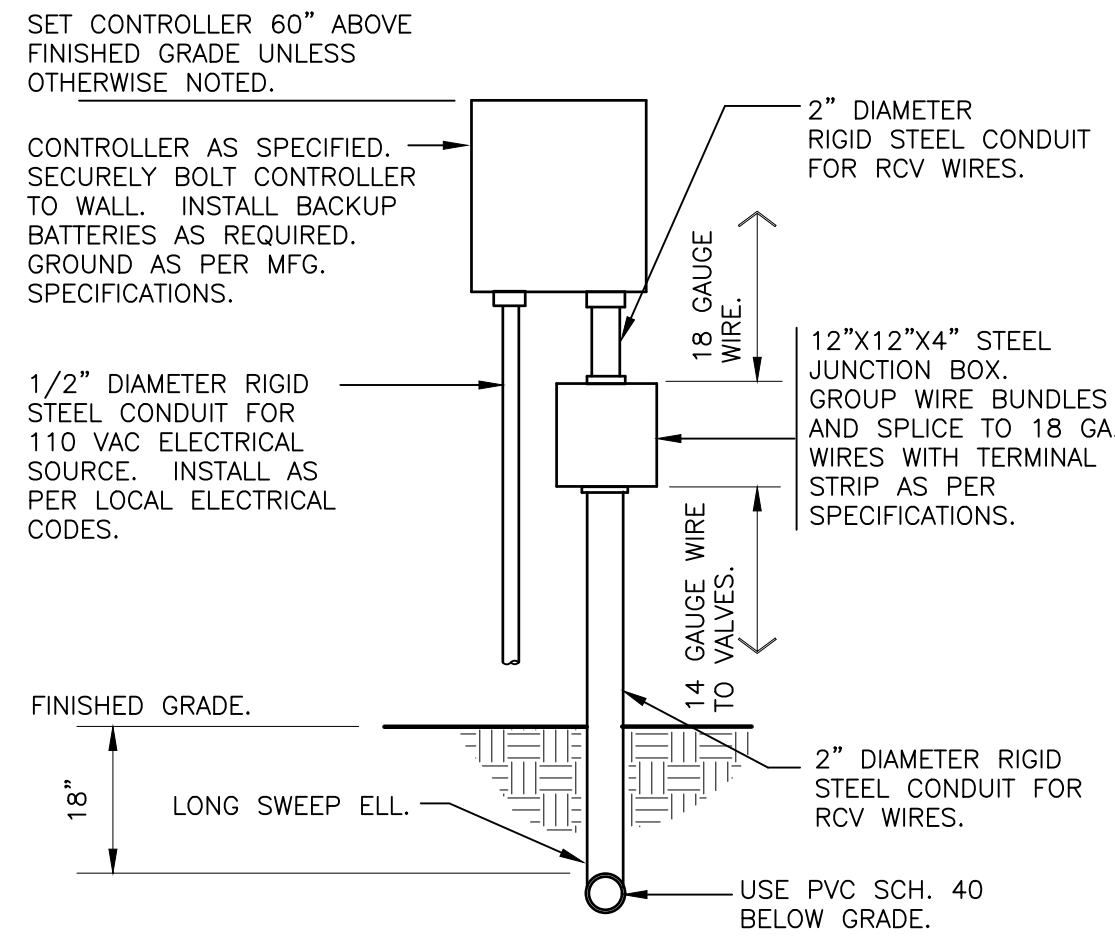
5 WIRE BUNDLE JUNCTION BOX
1 1/2" = 1'-0"
32 8409.79-01



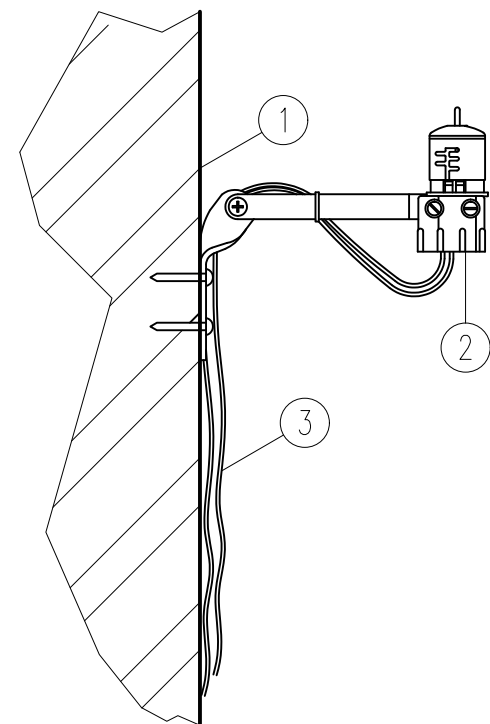
6 BUBBLER ON FLEX HOSE RISER
3" = 1'-0"
DETAIL-FILE



7 POP-UP SPRAY FLEX ASSEMBLY
3" = 1'-0"
32 8403.13-02



8 WALL MOUNT CONTROLLER
1" = 1'-0"
328409.13-02



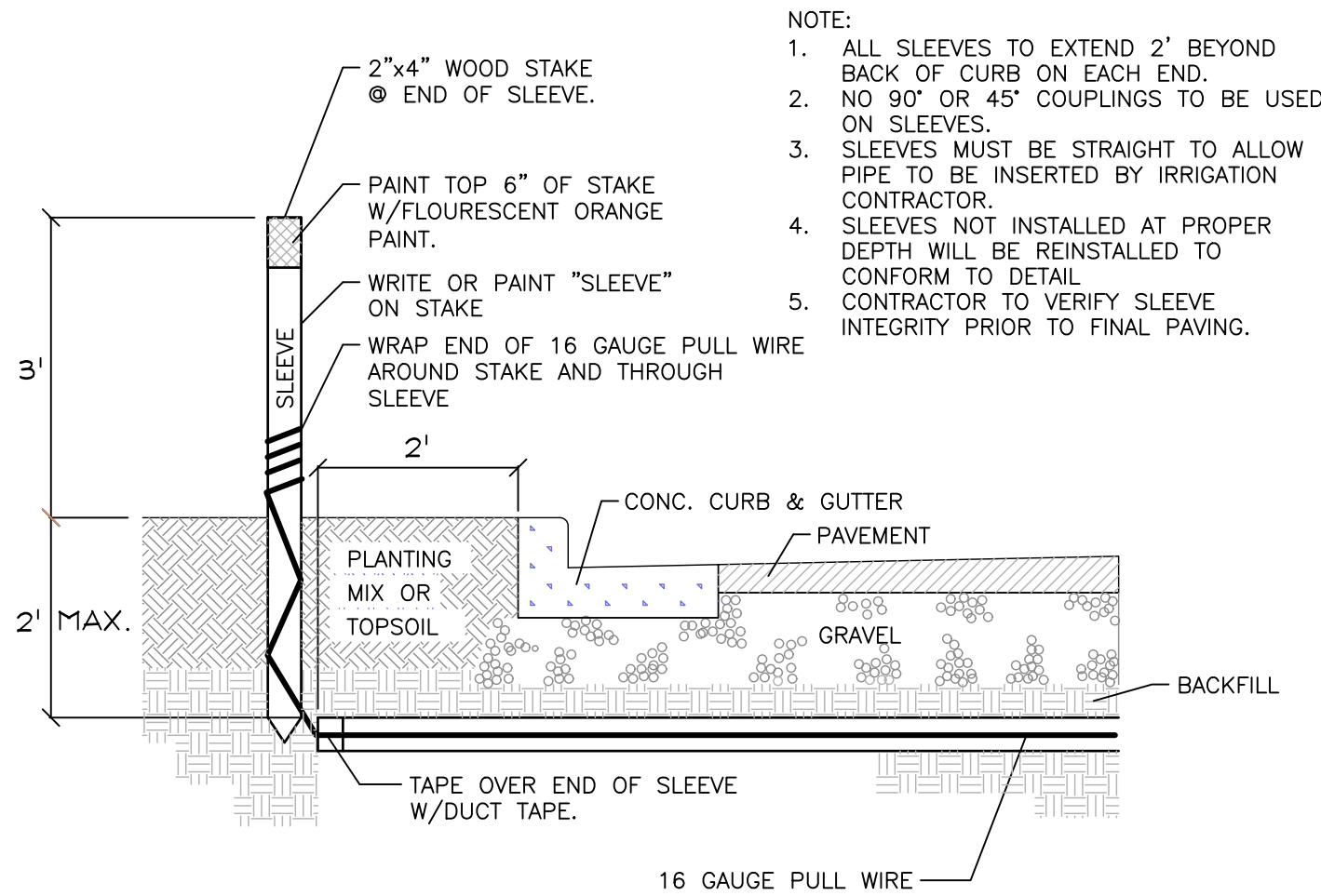
9 RAIN SENSOR
3" = 1'-0"

1 EXTERIOR WALL (SEE NOTE)

2 HUNTER MINI-CLIK

3 RUN LEAD WIRES TO CONTROLLER

NOTE:
MOUNT SENSOR ON SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY. COORDINATE MOUNTING WITH OWNER AND ARCHITECT.



10 IRRIGATION SLEEVING
NTS

KHA PROJECT 140706006		LICENSED PROFESSIONAL		Kimley»Horn		No.		REVISIONS		BY	
DATE AUG 2023		TRICIA C. RICHTER, PLA		© 2023 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S. CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM						DATE	
SCALE AS SHOWN		FL LICENSE NUMBER LA #6667244									
DESIGNED BY RMF		CHECKED BY JDH									
DRAWN BY RMF											
CHECKED BY											
IMECA DANIA BEACH PREPARED FOR COCCHIOLA, LLC				BROWARD COUNTY				FL			
SHEET NUMBER L3.10											



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: Two (2) Design Variations

Date Rec'd: AUG 04 2022

Petition No.: SP-065-22
OT-066-22
OT-067-22

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: 501 Stirling Road Dania Beach, FL 33004

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: N/A

Folio Number(s): 514203000411, 514203000413, 514203000414 Legal Description: See Attached

Applicant/Consultant/Legal Representative (circle one) KIMLEY-HORN & ASSOCIATES

Address of Applicant: 1615 S Congress Ave #201, Delray Beach, FL 33445

Business Telephone: 561 484-5257 Home: N/A Fax: N/A

E-mail address: Liam.Sargent@Kimley-Horn.com

Name of Property Owner: Tony Cocchiola - 501 Stirling Road LLC

Address of Property Owner: 8400 NW 58 Street Doral, FL 33166

Business Telephone: Home: N/A Fax: N/A

Explanation of Request: See narrative attached.

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.675 Gross Acreage: 0.675 Prop. Square Footage: 10,008

Existing Use: Vacant and C Store Proposed Use: Home and Building Supply Store

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

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 Liam Sargent / Joshua Horning (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*)

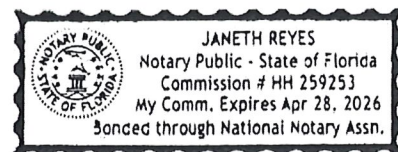
BEFORE ME THIS 7th DAY OF July, 202022

By:

Tony Cocchiola
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License ✓

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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



City of Dania Beach, 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:** Six (6) Design Variations

(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.

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Location Address: 501 Stirling Road Dania Beach, FL 33004

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: N/A

Folio Number(s): 514203000411, 514203000413, 514203000414 Legal Description: See Attached

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: 1615 S Congress Ave #201, Delray Beach, FL 33445

Business Telephone: 561 484-5257 Home: N/A Fax: N/A

E-mail address: Liam.Sargent@Kimley-Horn.com

Name of Property Owner: Tony Cocchiola - 501 Stirling Road LLC

Address of Property Owner: 8400 NW 58 Street Doral, FL 33166

Business Telephone: _____ Home: N/A Fax: N/A

Explanation of Request: See narrative attached.

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.675 Gross Acreage: 0.675 Prop. Square Footage: 10,008

Existing Use: Vacant and C Store Proposed Use: Home and Building Supply Store

0T-059-23
0T-060-23
RECEIVED
JUL 07 2023
0T-061-23
0T-062-23
0T-063-23
0T-064-23
Date Rec'd: _____
Petition No.: _____

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

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 Liam Sargent / Joshua Horning (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*)

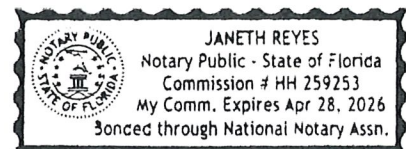
BEFORE ME THIS 7th DAY OF July, 202022

By:

Tony Cocchiola
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ✓ or Produced Identification _____

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Address of Applicant: 1615 S Congress Ave #201, Delray Beach, FL 33445

Business Telephone: 850-328-2921 Home: N/A Fax: N/A

E-mail address: Andrew.Jurewicz@kimley-horn.com

Name of Property Owner: Tony Cocchila - 501 Stirling Road LLC

Address of Property Owner: 8400 NW 58 Street Doral, FL 33166

Business Telephone: _____ Home: N/A Fax: N/A

Explanation of Request: See narrative attached.

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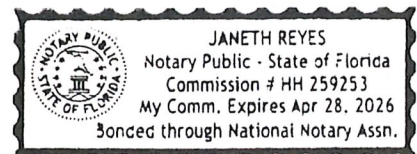
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Tony Cocchiola
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



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- ☐ Other: _____

RECEIVED
JUL 06 2023
Date Rec'd: _____
Petition No.: VA-058-23

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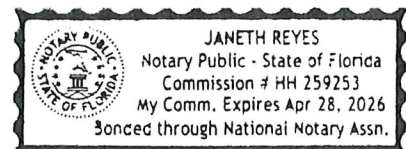
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By:

Tony Cocchiola
(Print name of person acknowledging)

(Joint owner signature if applicable)

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CERTIFICATION LETTER

City of Dania Beach

Date: March 10, 2023

Address or

General Location: 501 Stirling Road

This letter certifies that the attached mailing list is a complete and accurate representation of the property owners indicated on the attached map. This reflects the records on file in the Broward County Property Appraiser's Offices as of March 8, 2023.

The attached notification was mailed to the persons on the list on March 9, 2023.

Thank You,

Christina Mathews

Sworn and subscribed before me this 10th day of March, 2023. She is personally known to me.

Signature of Notary





March 8th, 2023

Dear Property Owner or Resident:

The purpose of this correspondence is to inform you that the property located at 501 Stirling Road is proposed to be redeveloped as a retail hardware store. The location of the property is shown in the aerial photo below.



The application is proposing to construct an IMECA Lumber & Hardware Store totaling 10,000 SF with access to the site from Stirling Road and Phippen Waiters Road. Landscape Buffers and setbacks along the adjacent lots have been designed and proposed in accordance with the City of Dania Beach's Land Development Code.

Please reach out to Liam Sargent, liam.sargent@kimley-horn.com or 561-484-5257, with any questions, concerns, or general input. The site plan and associated documents can be made available upon request.

Sincerely,

Liam Sargent

Land Planner

folio	name	add
514203000410	OATMAN,CELESTE LATYCE	710 SW 2 TER
514203000411	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000412	ALL STAR AUTO BODY INC	735 STIRLING ROAD
514203000413	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000414	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000415	RAMIREZ,WILMARY H/EBATISTA,EDID	700 SW 2 TER
514203000416	COLE,CATHYLEEN	1420 S 22 AVE
514203000417	JACKSON,DELLA &JONES,SHIRLEY	220 PHIPPEN RD
514203000920	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
514203000940	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
514203490011	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD
514203490110	ELIZEE,CARMELITA H/EPLACIDE,NICOLE	721 SW 2 ST
514203490280	MOULTRY,A L & BENNIE M	220 SW 11 AVE
514203490290	VALDEZ,RAYNEL J	216 SW 11 AVE
514203490300	JONES,CAROL M	8861 SW 9 CT
514203490310	DEAN,SHIRLEY EST	208 SW 11 AVE
514203490320	BYRD,EUGENIA G	717 SW 2 TER
514203490330	DIOQUINO,HAROLD	712 SW 2 TER
514203490340	CLARK,DONNA A	709 SW 2 TERR
514203490350	BRUNO,SALLYANN	705 SW 2 TER
514203490360	MENDEZ,DANIELVELASCO,MAYRA	701 SW 2 TER
514203490370	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD

city	state	zip	zip 4
DANIA BEACH	FL	33004	3548
DORAL	FL	33166	
DANIA BEACH	FL	33004	
DORAL	FL	33166	
DORAL	FL	33166	
DANIA BEACH	FL	33004	
HOLLYWOOD	FL	33020	
DANIA BEACH	FL	33004	
FORT LAUDERDALE	FL	33301	1801
FORT LAUDERDALE	FL	33301	1801
DANIA BEACH	FL	33004	3643
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	3515
DANIA BEACH	FL	33004	
HOLLYWOOD	FL	33025	1460
DANIA BEACH	FL	33004	3515
DANIA BEACH	FL	33004	3531
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	3643

legal

3-51-42NW1/4 OF NE1/4 OF NW1/4 OF NW1/4LESS W 60 & LESS E 100 OF W 160OF N 160 & LESS E 157 M/L EXCEPTN 185 & LESS PT DESC INOR 2169/303 & LESS RDSA K A LOTS 2 & 3

3-51-42E 60 OF W 120 OF N 160 OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4,LESSBEG AT NE COR OF SAID E 60,SLY 53.97,WLY 60,NLY 52.76,ELY 60 TO POB

3-51-42W 60 OF N 235 OF NW1/4 OF NE1/4OF NW1/4 OF NW1/4 LESS BEG ATINTERSEC OF W/L OF SAID W 60 & ALINE 35 S OF & PARA WITH N/L OFSEC 3,ELY 60,SLY 17.76 TO P/C,WLY ARC DIST OF 60,NLY 16.07 TOPOB

3-51-42E 40 OF W 160 OF N 160 OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4,LESSTHEREFROM PT DESC AS,BEG AT NECOR OF SAID PAR,SLY 54.53,WLYARC DIST OF 40,NLY 53.97,ELY40 TO POB

3-51-42N 185 OF NW1/4 OF NE1/4 OF NW1/4OF NW1/4 LESS W 160 & LESS N 35& E 30 & LESS PTS DESC INOR 9270/339 & 343 FOR R/WS

3-51-42W 127 OF E 157 M/L OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4LESS N 245 THEREOF & LESS PTDESC AS,BEG AT INTERSEC OF LINE245 S OF N/L SEC 3 WITH W R/W/LOF PHIPPENS RD,S 15.33,W 10,NLY 15.33,E 10 TO POBAKA:LOTS 4 & 5,LESS RD

3-51-42W 60 OF NW1/4 OF NE1/4 OFNW1/4 OF NW1/4 LESS N 235THEREOF AKA LOT 1

3-51-42S 60 OF N 245 OF W 117 OFE 157 M/L OF NW1/4 OF NE1/4OF NW1/4 OF NW1/4 AKA LOT 6

3-51-42POR OF NW1/4 OF NE1/4 OF NW1/4OF NW1/4 OF SEC 3 DESC AS: BEGAT PT 35' S OF N/L OF SEC AND 30W OF E/L OF NW1/4 OF NE1/4 OF NW1/4 OF NW 1/4, S 50.48, NWLY47.59, SW 30.71, WLY 86.03, N19.53, NE 147.24 TO POB TOG WITHCOMM AT SAID COMM PT, S 109.53TO POB, S 40.47, SW 10, N 4.62,

3-51-42BEG AT INTERSEC OF LN 245' S OFN/L SEC 3 AND 30' W OF E/L OF NW1/4 OF NE1/4 OF NW1/4 OF NW1/4,S 15.33, SW 10,N 15.33, NE 10 TOPOB TOG WITH W 10 OF E 40 OF S60 OF N 245 OF SAID NW1/4 OF NE1/4 OF NW1/4 OF NW 1/4 OF SEC 3

COLLEGE HOMESITES 55-17 BS 10' OF LOTS 1 THRU 11,BLK 1

COLLEGE HOMESITES 55-17 BLOT 11 LESS W 8,LESS N 15 FORRD & LESS S 10 BLK 1

COLLEGE HOMESITES 55-17 BLOT 17 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 18 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 19 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 20 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 1 BLK 3

COLLEGE HOMESITES 55-17 BLOT 2 BLK 3

COLLEGE HOMESITES 55-17 BLOT 3 BLK 3

COLLEGE HOMESITES 55-17 BLOT 4 BLK 3

COLLEGE HOMESITES 55-17 BLOT 5 BLK 3

COLLEGE HOMESITES 55-17 BALL STREETS,AVENUES AND OTHERTHOROUGHFARES ARE DEDICATED TOTHE PUBLIC PER PLAT



Community Development

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: 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, Deputy Director
Claudia Viviana Batista, Planning & Zoning Manager

SUBJECT: PL-21-23: The applicant and owner, 501 Stirling Road LLC, requests approval of a plat for the property located at 501 Stirling Road.

Request:

PLAT

To plat the property and restrict its development to a 10,000 square foot commercial use building.

Background:

The subject property is a 0.675-acre site and is composed of three parcels located south of Stirling Road and west of Phippen Waiters Road. The property used to be a convenience store and vacant lot. The site is surrounded by mostly commercial to the north and west, residential single-family to the south, and vacant land to the east. The property is also in the process of receiving approval for site plan development for the construction of a 10,000-square-foot commercial building with parking, which will be processed separately.

The platting consists of two proposed entrances and one utility easement. One of the entrances is proposed on the north boundary as a one-way of fifteen (15') foot vehicular access opening on Stirling Road and a two-way vehicular access opening of twenty (25') feet on Phippen Waiters Road. There is a ten (10') foot FPL easement on the north boundary facing Stirling Road.

COMMUNITY OUTREACH

On March 8, 2023, the applicant sent notices to properties within 1,000 feet of the subject property notifying the proposed development. No objections to the project have been received by the city.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The plat was reviewed by staff at the DRC on December 25, 2022, on August 24, 2023, September 28, 2023, and again on October 12, 2023, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The DRC comments are listed as conditions of approval in the plat resolution and provided below.

1. Provide Broward County plat approval. (Engineering)

Strategic Plan:

This application supports the City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short-Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the Plat will enable this site to be developed, expanding the City tax roll. The project will also pay impact fees for Public Art and RAC Traffic Impact Mitigation.

Recommendation

Approve the resolution for the Plat providing that the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “IMECA DANIA BEACH” PLAT (PL-21-23), SUBMITTED BY THE OWNER, 501 STIRLING ROAD LLC, FOR PROPERTIES GENERALLY LOCATED AT 501 STIRLING ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED AND INCORPORATED BY REFERENCE INTO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28 of the Code of Ordinances of the City of Dania Beach (the “Code”), which chapter contains the City’s Land Development Code (the “LDC”), at Part 6, entitled “Development Review Procedures and Requirements”, at Article 640 entitled “Plats”, it is a requirement for lots after June 4, 1953, that no principal building may be constructed on any lot unless a plat including the lot has been approved by both the City Commission and County Commission, and recorded in the official records of Broward County; and

WHEREAS, 501 Stirling Road LLC (the “Applicant”), is requesting plat approval (PL-21-23) for property located at 501 Stirling Road, in the City of Dania Beach, as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the Applicant is requesting approval of the proposed “Imeca Dania Beach Plat” (PL-21-23) to permit the future development of the subject property pursuant to and consistent with the attached plat as identified in Exhibit “B”, which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the “Imeca Dania Beach Plat” (PL-21-23), is restricted to 10,000 commercial use building; and

WHEREAS, the City’s Development Review Committee (the “DRC”), which includes representatives from the Broward Sheriff’s Office, Broward Fire Department, Public Services Department, the City’s landscape consultant and the Planning Division staff, reviewed the plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the plat for the proposed development; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed “Imeca Dania Beach Plat” (PL-21-23) is consistent with the City’s Land Development Code and Comprehensive Plan.

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

Section 1. That the 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 Code,” Part 6 “Development Review Procedures and Requirements,” Article 640 “Plats”, the following Plat (PL-21-23), attached as Exhibit “B,” is approved with the following condition:

1. Broward County approval is required. (Engineering)

Section 3. That pursuant to Chapter 28, Part 6 of the LDC, Article 640, Section 640- 80 entitled “Plat Expiration”, the Plat approval shall automatically expire and become null and void in accordance with the timeline set forth in the Broward County Land Development Code.

Section 4. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 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 effective 10 days after passage.

PASSED AND ADOPTED on October 24, 2023.

Motion by _____, second by _____.

THIS SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

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

THE EAST 60.00 FEET OF THE WEST 120.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
LESS THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 60.00 FEET, AND A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3; THENCE NORTH $87^{\circ}52'07''$ EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 60.00 FEET; THENCE SOUTH $01^{\circ}16'14''$ EAST, ALONG THE EAST LINE OF THE SAID EAST 60.00 FEET, A DISTANCE OF 18.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 7689.44 FEET, A RADIAL TO SAID POINT BEARS SOUTH $01^{\circ}11'32''$ EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}26'49''$ AN ARC DISTANCE OF 60.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 60.00 FEET; THENCE NORTH $01^{\circ}16'14''$ WEST ALONG THE SAID WEST LINE A DISTANCE OF 17.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 40.00 FEET OF THE WEST 160.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
LESS THE FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SAID EAST 40.00 FEET, AND A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, THENCE NORTH $87^{\circ}52'07''$ EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 40.00 FEET TO THE EAST LINE OF THE SAID EAST 40.00 FEET; THENCE SOUTH $01^{\circ}16'14''$ EAST ALONG THE SAID EAST LINE A DISTANCE OF 19.53 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 7689.44 FEET, A RADIAL TO SAID POINT BEARS SOUTH $01^{\circ}29'25''$ EAST; THENCE WESTERLY ALONG SAID

CURVE THROUGH A CENTRAL ANGLE OF 00°17'53" AN ARC DISTANCE OF 40.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 40.00 FEET; THENCE NORTH 01°16'14" WEST ALONG SAID WEST LINE A DISTANCE OF 18.97 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE NORTH 185.00 FEET OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA LESS THE WEST 160.00 FEET; LESS THE NORTH 35.00 FEET AND LESS THE EAST 30.00 FEET THEREOF; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3, AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3; THENCE RUN SOUTH 00°53'00" WEST PARALLEL TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ IF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.18 FEET TO A POINT; THENCE RUN NORTH 00°49'34" EAST PARALLEL TO THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 150.00 FEET TO POINT; THENCE RUN EAST PARALLEL TO THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 3 FOR 147.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXPECT PROPERTY CONVEYED TO BROWARD COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9270, PAGES 339 AND 343, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



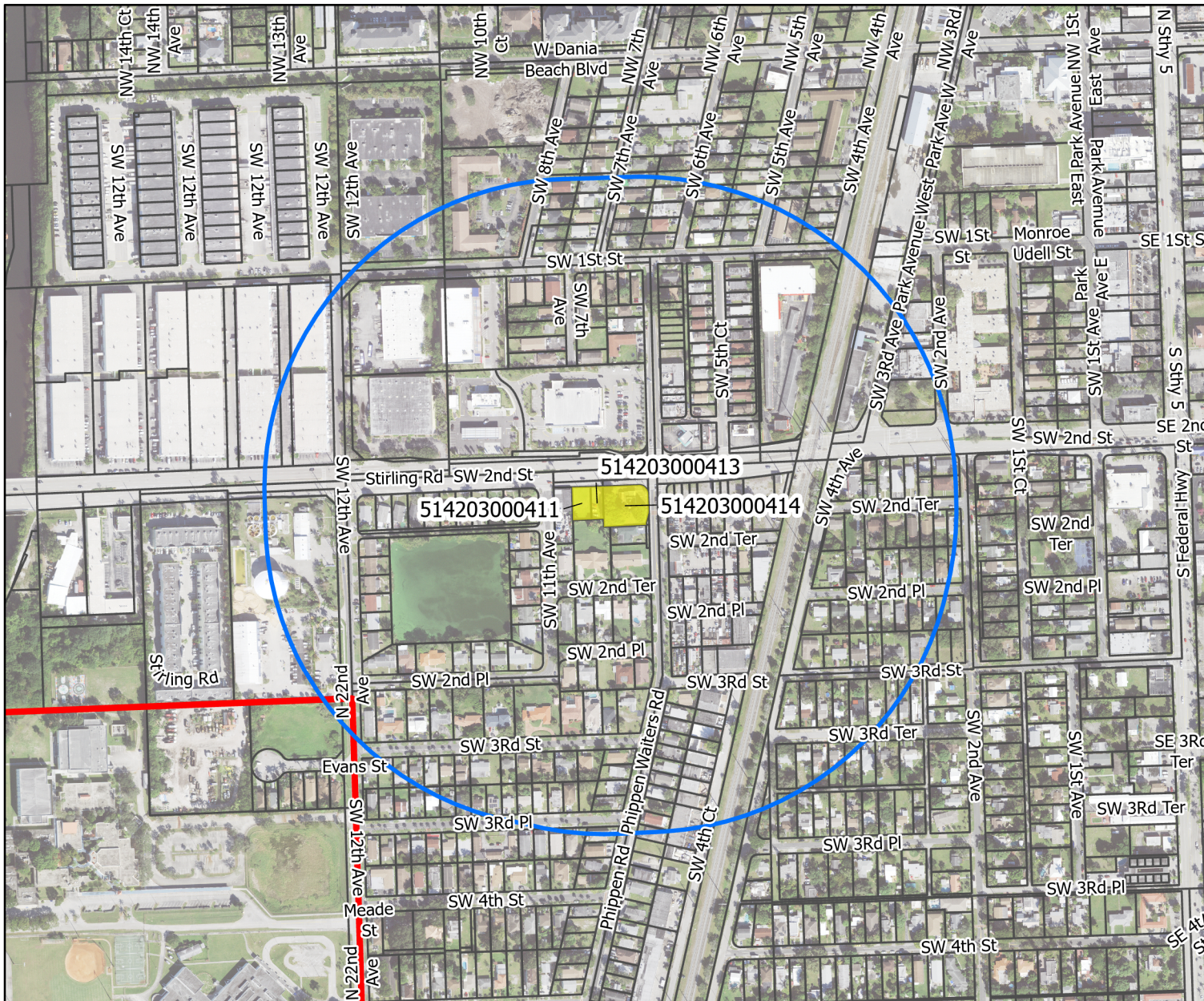
APPLICATION:
PL021-23

FOLIO:
514203000411;
514203000413;
514203000414

ADDRESS:
501 Stirling Road

REQUEST:
Plat property
for site development

APPLICANT:
City of Dania Beach



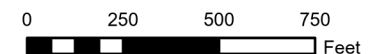
 Parcels
 Proposed Parcels

 Dania Beach Boundary
 1,000 ft Buffer



Date: 9/21/2023

When Printed on 8 1/2" x 11"
1 inch equals 500 feet



Florida Technical Consultants

LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 60.00 FEET OF THE WEST 120.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
LESS THE FOLLOWING:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 60.00 FEET, AND A LINE THAT LIES 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 3; THENCE NORTH 87°52'07" EAST ON AN ASSUMED BEARING ALONG THE SAID PARALLEL LINE A DISTANCE OF 60.00 FEET; THENCE SOUTH 01°16'14" EAST, ALONG THE EAST LINE OF THE SAID EAST 60.00 FEET, A DISTANCE OF 18.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 7689.44 FEET, A RADIAL TO SAID POINT BEARS SOUTH 01°11'32" EAST; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'49" AN ARC DISTANCE OF 60.00 FEET TO THE SAID WEST LINE OF THE SAID EAST 60.00 FEET; THENCE NORTH 01°16'14" WEST ALONG THE SAID WEST LINE A DISTANCE OF 17.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE EAST 40.00 FEET OF THE WEST 160.00 FEET OF THE NORTH 160.00 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.
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PARCEL 3:

THE NORTH 185.00 FEET OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA
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BEGIN AT A POINT 35.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3, AND 30.00 FEET WEST OF THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3; THENCE RUN SOUTH 00°53'00" WEST PARALLEL TO THE EAST LINE OF THE NORTHWEST ¼ IF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3 FOR 150.00 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3 FOR 147.18 FEET TO A POINT; THENCE RUN NORTH 00°49'34" EAST PARALLEL TO THE WEST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3 FOR 150.00 FEET TO POINT; THENCE RUN EAST PARALLEL TO THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 3 FOR 147.33 FEET TO THE POINT OF BEGINNING.
LESS AND EXPECT PROPERTY CONVEYED TO BROWARD COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 9270, PAGES 339 AND 343, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:
THAT **501 STIRLING ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "IMECA DANIA BEACH", BEING A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

IN WITNESS WHEREOF:

SAID 501 STIRLING ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ON ITS BEHALF BY TONY COCCHIOLA, ITS MANAGER, IN THE PRESENCE OF THIS TWO WITNESSES ON THIS ____ DAY OF _____, A.D., 2023

501 STIRLING ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____, MANAGER
TONY COCCHIOLA

WITNESS NAME: _____ SIGNATURE: _____

WITNESS NAME: _____ SIGNATURE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, TONY COCCHIOLA, MANAGER OF 501 STIRLING ROAD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER, FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY SIGNATURE AND OFFICIAL SEAL ON THIS ____day of _____ A.D., 2023

PRINT NAME NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION NUMBER: _____ MY COMMISSION EXPIRES: _____

"IMECA DANIA BEACH "

A SUBDIVISION OF A PORTION OF NORTHWEST 1/4, OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST, LYING AND BEING IN CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.



Prepared By:
Bello & Bello Land Surveying Corporation
12230 S.W. 131 Avenue, Suite 201, Miami, Florida 33186
www.bellolandsurveying.com

CITY OF DANIA BEACH - CITY COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF DANIA BEACH, FLORIDA, AND BY RESOLUTION NO. _____, ADOPTED THIS ____ DAY OF _____ A.D., 2023

CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

ATTEST BY: _____ APPROVED BY: _____
ELORA RIERA, MMC, CITY CLERK ARCHIBALD J. RYAN IV, CITY MAYOR

CITY OF DANIA BEACH - COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IT TO CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS ____ DAY OF _____ A.D., 2023

BY: _____
ELEANOR NORENA, DIRECTOR

CITY OF DANIA BEACH - CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORDING THIS ____ DAY OF _____ A.D., 2023

BY: _____, CITY ENGINEER
PROFESSIONAL ENGINEER REGISTRATION NO. _____
STATE OF FLORIDA

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THE ATTACHED PLAT ENTITLED "**IMECA DANIA BEACH**" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED HEREON AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA SHOWN COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177, ON THIS ____ DAY OF _____ A.D., 2023
THIS PLAT CONFORMS TO ALL APPLICABLE SECTIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE.
THIS PLAT DATED AT _____, FLORIDA, THIS ____ DAY OF _____ A.D., 2023

ODALYS C. BELLO
PROFESSIONAL SURVEYOR AND MAPPER REGISTRATION NO. 6169
STATE OF FLORIDA

Surveyor	City Commission	City Engineer	County Commission	County Engineer	County Surveyor

PLAT BOOK _____ PAGE _____
(SHEET 1 OF 3)

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORDING THIS ____ DAY OF _____ A.D., 2023

BY: _____
DIRECTOR

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND IS APPROVED AND ACCEPTED FOR RECORDING.

BY: _____ BY: _____
ROBERTO CHAVEZ RICHARD TORNESE, DIRECTOR
PROFESSIONAL SURVEYOR AND MAPPER PROFESSIONAL ENGINEER, REGISTRATION NO. 40263
REGISTRATION NUMBER: LS7280 STATE OF FLORIDA
STATE OF FLORIDA

THIS ____ DAY OF _____ A.D., 2023 THIS ____ DAY OF _____ A.D., 2023

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS-OF-WAY FOR TRAFFIC-WAYS THIS ____ DAY OF _____ A.D., 2023

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL ON THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORDING THIS ____ DAY OF _____ A.D., 2023

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT
COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORDING BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS ____ DAY OF _____ A.D., 2023

BY: _____
MAYOR, COUNTY COMMISSION

THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR
PURSUANT TO CHAPTER 177.091, SUBSECTION(28), FLORIDA STATUTES:

PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION AND MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

SURVEYOR'S NOTE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

"IMECA DANIA BEACH "

A SUBDIVISION OF A PORTION OF NORTHWEST 1/4, OF SECTION 3, TOWNSHIP 51 SOUTH, RANGE 42 EAST,
LYING AND BEING IN CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.



Prepared By:
Bello & Bello Land Surveying Corporation
12230 S.W. 131 Avenue, Suite 201, Miami, Florida 33186
www.bellolandsurveying.com

MORTGAGE STATEMENT:

STATE OF }
COUNTY OF } SS

KNOW ALL MEN BY THESE PRESENTS: REGIONS BANK, AN ALABAMA BANKING CORPORATION, OWNER AND HOLDER OF THAT CERTAIN MORTGAGE, DATED MARCH 10, 2020 AND RECORDED IN INSTRUMENT# 116408031, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED "IMECA DANIA BEACH", A SUBDIVISION AND TO THE DEDICATION AS SHOWN HEREON.

IN WITNESS:
THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND THE CORPORATE SEAL AFFIXED THERETO
THIS DAY OF , A.D., 2023.

WITNESS: BY:
PRINT NAME: PRINT NAME:
TITLE:

WITNESS:
PRINT NAME:PRINT NAME:

ACKNOWLEDGEMENT OF MORTGAGEE:

STATE OF }
COUNTY OF } SS

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, BY MEANS OF __ PHYSICAL PRESENCE OR __ ONLINE NOTARIZATION, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS,
, OF PREGIONS BANK, AN ALABAMA BANKING CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF, TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY OF , A.D. 2023

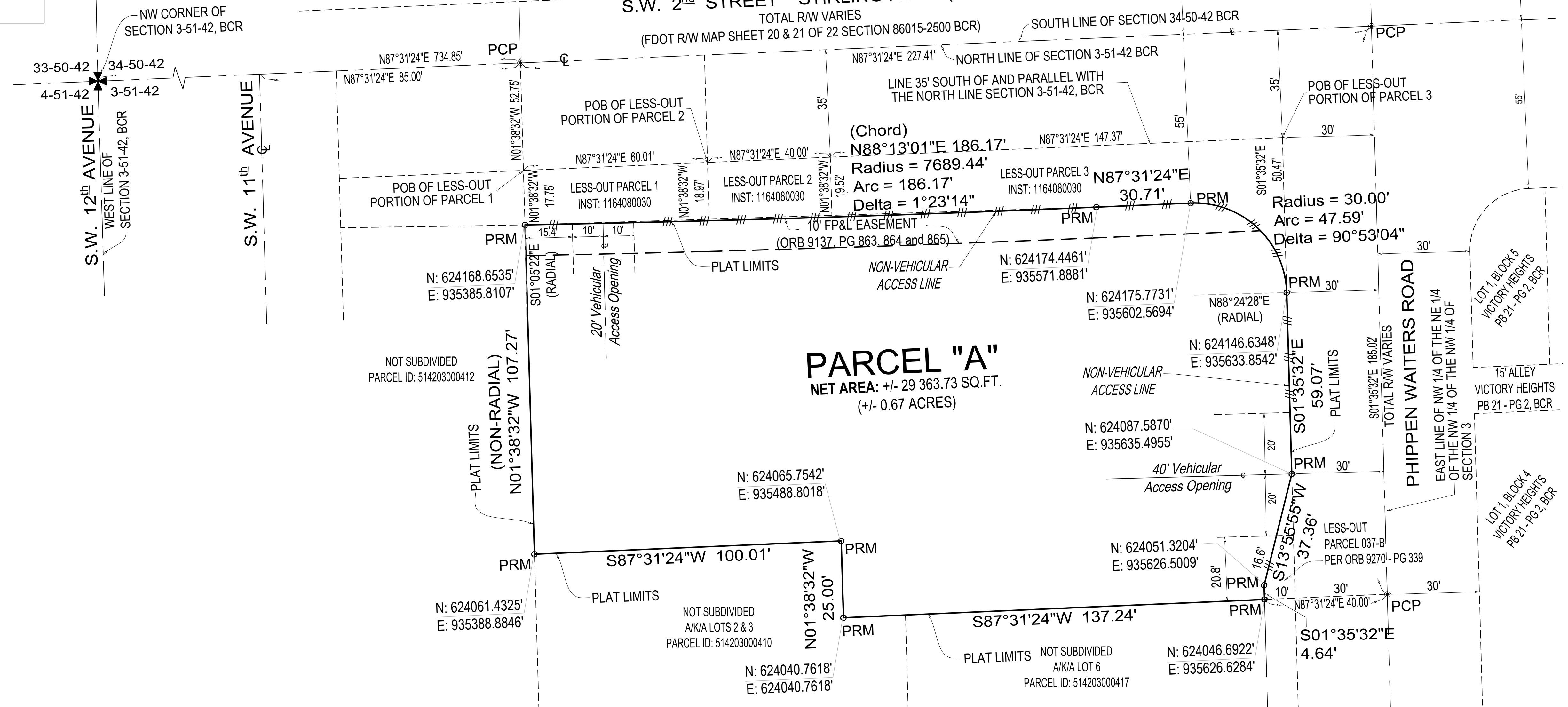
BY: PRINTED NAME :
NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION NUMBER:
MY COMMISSION EXPIRES:

CORPORATE SEAL

SURVEYOR'S NOTE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Prepared By:
Bello & Bello Land Surveying Corporation
12230 S.W. 131 Avenue, Suite 201, Miami, Florida 33186
www.bellolandsurveying.com

[illegible]

- (1) THIS PLAT IS RESTRICTED TO A 10 000 SQFT COMMERCIAL USE BUILDING.
- (2) THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- (3) ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 2(1)(F), DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

- ✱ : DENOTES SECTION CORNER
- ⦿ PRM: DENOTES PERMANENT REFERENCE MONUMENT
- PCP: DENOTES PERMANENT CONTROL POINT
- : DENOTES NON-VEHICULAR ACCESS LINE
- SQ.FT.: DENOTES SQUARE FEET
- PB: DENOTES PLAT BOOK
- PG: DENOTES PAGE
- C: DENOTES CENTER LINE
- R/W: DENOTES RIGHT-OF-WAY
- SR: DENOTES STATE ROAD
- R: DENOTES RADIUS
- Δ: DENOTES DELTA
- L: DENOTES ARC LENGTH
- N: DENOTES (STATE PLANE COORDINATE) NORTHING
- E: DENOTES (STATE PLANE COORDINATE) EASTING

BEARINGS AS SHOWN HEREON ARE BASED ON AN ASSUMED
MERIDIAN ALONG THE NORTH LINE OF THE NW 1/4 SECTION 3-51-42
(CENTER LINE OF SW 2ND STREET / STIRLING ROAD / SR 848)
BEARING: N87°31'24"E



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

Standard Development Application

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

RECEIVED
MAR 02 2023
Date Rec'd: _____
Petition No.: PL-021-23

(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: 501 STIRLING ROAD, DANIA BEACH, FL 33004

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: N/A

Folio Number(s): 514203000411, Legal Description: SEE ATTACHED

514203000413, 514203000414

Applicant/Consultant/Legal Representative (**circle one**) KIMLEY-HORN & ASSOCIATES

Address of Applicant: 1615 S CONGRESS AVE #201, DELRAY BEACH, FL 33445

Business Telephone: 561-484-5257 Home: N/A Fax: N/A

E-mail address: LIAM.SARGENT@KIMLEY-HORN.COM

Name of Property Owner: TONY COCCHIOLA - 501 STIRLING ROAD LLC

Address of Property Owner: 8400 NW 58TH STREET, DORAL, FL 33166

Business Telephone: N/A Home: N/A Fax: N/A

Explanation of Request: PLAT - IMECA DANIA BEACH

Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 0.675 Gross Acreage: 0.675 Prop. Square Footage: 10,008

Existing Use: VACANT AND C STORE Proposed Use: HOME AND BUILDING SUPPLY STORE

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

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 Liam Sargent / Joshua Horning (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*)

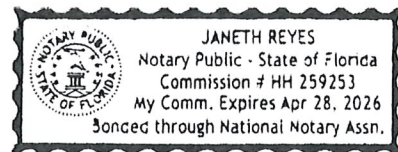
BEFORE ME THIS 7th DAY OF July, 202022

By:

Tony Cocchiola
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License ✓

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

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

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



Site Address	STIRLING ROAD, DANIA BEACH FL 33004	ID #	5142 03 00 0411
Property Owner	501 STIRLING ROAD LLC	Millage	0413
Mailing Address	8400 NW 58 ST DORAL FL 33166	Use	10
Abbr Legal Description	3-51-42 E 60 OF W 120 OF N 160 OF NW1/4 OF NE1/4 OF NW1/4 OF NW1/4, LESS BEG AT NE COR OF SAID E 60, SLY 53.97, WLY 60, NLY 52.76, ELY 60 TO POB		

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*	\$223,970		\$223,970	\$223,970	
2022	\$223,970		\$223,970	\$223,970	\$4,227.40
2021	\$223,970		\$223,970	\$223,970	\$4,315.70
2023* Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$223,970	\$223,970	\$223,970	\$223,970	
Portability	0	0	0	0	
Assessed/SOH	\$223,970	\$223,970	\$223,970	\$223,970	
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	\$223,970	\$223,970	\$223,970	\$223,970	
Sales History				Land Calculations	
Date	Type	Price	Book/Page or CIN	Price	Factor
3/3/2020	WD*-E	\$1,390,000	116408030	\$35.00	6,399
5/22/2007	QC*-T	\$100	44175 / 890		
10/19/1999	WD*	\$100	29969 / 1168		
7/16/1999	WD*	\$100	29839 / 261		
3/18/1996	WD*	\$30,000	24702 / 722		
				Adj. Bldg. S.F.	

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
16						.2		



Site Address	STIRLING ROAD, DANIA BEACH FL 33004	ID #	5142 03 00 0413
Property Owner	501 STIRLING ROAD LLC	Millage	0413
Mailing Address	8400 NW 58 ST DORAL FL 33166	Use	10
Abbr Legal Description	3-51-42 E 40 OF W 160 OF N 160 OF NW1/4 OF NE1/4 OF NW1/4, LESS THEREFROM PT DESC AS, BEG AT NE COR OF SAID PAR, SLY 54.53, WLY ARC DIST OF 40, NLY 53.97, ELY 40 TO POB		

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*	\$148,020		\$148,020	\$148,020		
2022	\$148,020		\$148,020	\$148,020	\$2,792.33	
2021	\$148,020		\$148,020	\$148,020	\$2,850.67	
2023* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$148,020	\$148,020	\$148,020	\$148,020		
Portability	0	0	0	0		
Assessed/SOH	\$148,020	\$148,020	\$148,020	\$148,020		
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	\$148,020	\$148,020	\$148,020	\$148,020		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/3/2020	WD*-E	\$1,390,000	116408030	\$35.00	4,229	SF
5/22/2007	QC*-T	\$100	44175 / 890			
10/19/1999	WD*	\$100	29969 / 1168			
7/16/1999	WD*	\$100	29839 / 261			
3/18/1996	WD*	\$30,000	24702 / 722	Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
A								
11						.1		



Site Address	501 STIRLING ROAD, DANIA BEACH FL 33004	ID #	5142 03 00 0414
Property Owner	501 STIRLING ROAD LLC	Millage	0413
Mailing Address	8400 NW 58 ST DORAL FL 33166	Use	11-10
Abbr Legal Description	3-51-42 N 185 OF NW1/4 OF NE1/4 OF NW1/4 OF NW1/4 LESS W 160 & LESS N 35 & E 30 & LESS PTS DESC IN OR 9270/339 & 343 FOR R/WS		

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*	\$657,550	\$180,980	\$838,530	\$838,530				
2022	\$657,550	\$180,980	\$838,530	\$838,530	\$16,706.47			
2021	\$657,550	\$126,300	\$783,850	\$783,850	\$15,858.52			
2023* Exemptions and Taxable Values by Taxing Authority								
	County	School Board	Municipal	Independent				
Just Value	\$838,530	\$838,530	\$838,530	\$838,530				
Portability	0	0	0	0				
Assessed/SOH	\$838,530	\$838,530	\$838,530	\$838,530				
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	\$838,530	\$838,530	\$838,530	\$838,530				
Sales History				Land Calculations				
Date	Type	Price	Book/Page or CIN	Price	Factor	Type		
3/3/2020	WD*-E	\$1,390,000	116408030	\$35.00	18,787	SF		
5/22/2007	QC*-T	\$100	44175 / 890					
10/19/1999	WD*	\$100	29969 / 1168					
7/16/1999	WD*	\$100	29839 / 261					
3/18/1996	WD*	\$30,000	24702 / 722	Adj. Bldg. S.F. (Card, Sketch)		1439		
* Denotes Multi-Parcel Sale (See Deed)				Eff./Act. Year Built: 1960/1952				
Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
C								
1439						5		



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Invoice**

No:

0000373

Date: March 02, 2023

RECEIVED FROM:

Name: COCCHIOLA, LLC
Address: 1190 NW 159TH DR
Address 2:
City/St/ZIP: MIAMI GARDENS, FL 33169

Service or Item	Amount
PSP - Public Hearing Items Application fee	\$3,000.00

P/Z ITEM # PL-021-23
LOCATION: 501 Stirling Road
APPLICANT: Kimley Horn & Associates

PREPARED BY: Ibel Larios

TOTAL DUE: \$3,000.00

DRC Review
Plat for IMECA
PL-021-23
501 Stirling Road

Check #: 2252



CERTIFICATION LETTER

City of Dania Beach

Date: March 10, 2023

Address or

General Location: 501 Stirling Road

This letter certifies that the attached mailing list is a complete and accurate representation of the property owners indicated on the attached map. This reflects the records on file in the Broward County Property Appraiser's Offices as of March 8, 2023.

The attached notification was mailed to the persons on the list on March 9, 2023.

Thank You,

Christina Mathews

Sworn and subscribed before me this 10th day of March, 2023. She is personally known to me.

Signature of Notary





March 8th, 2023

Dear Property Owner or Resident:

The purpose of this correspondence is to inform you that the property located at 501 Stirling Road is proposed to be redeveloped as a retail hardware store. The location of the property is shown in the aerial photo below.



The application is proposing to construct an IMECA Lumber & Hardware Store totaling 10,000 SF with access to the site from Stirling Road and Phippen Waiters Road. Landscape Buffers and setbacks along the adjacent lots have been designed and proposed in accordance with the City of Dania Beach's Land Development Code.

Please reach out to Liam Sargent, liam.sargent@kimley-horn.com or 561-484-5257, with any questions, concerns, or general input. The site plan and associated documents can be made available upon request.

Sincerely,

Liam Sargent

Land Planner

folio	name	add
514203000410	OATMAN,CELESTE LATYCE	710 SW 2 TER
514203000411	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000412	ALL STAR AUTO BODY INC	735 STIRLING ROAD
514203000413	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000414	501 STIRLING ROAD LLC	8400 NW 58 ST
514203000415	RAMIREZ,WILMARY H/EBATISTA,EDID	700 SW 2 TER
514203000416	COLE,CATHYLEEN	1420 S 22 AVE
514203000417	JACKSON,DELLA &JONES,SHIRLEY	220 PHIPPEN RD
514203000920	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
514203000940	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP
514203490011	CITY OF DANIA BEACH	100 W DANIA BEACH BLVD
514203490110	ELIZEE,CARMELITA H/EPLACIDE,NICOLE	721 SW 2 ST
514203490280	MOULTRY,A L & BENNIE M	220 SW 11 AVE
514203490290	VALDEZ,RAYNEL J	216 SW 11 AVE
514203490300	JONES,CAROL M	8861 SW 9 CT
514203490310	DEAN,SHIRLEY EST	208 SW 11 AVE
514203490320	BYRD,EUGENIA G	717 SW 2 TER
514203490330	DIOQUINO,HAROLD	712 SW 2 TER
514203490340	CLARK,DONNA A	709 SW 2 TERR
514203490350	BRUNO,SALLYANN	705 SW 2 TER
514203490360	MENDEZ,DANIELVELASCO,MAYRA	701 SW 2 TER
514203490370	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD

city	state	zip	zip 4
DANIA BEACH	FL	33004	3548
DORAL	FL	33166	
DANIA BEACH	FL	33004	
DORAL	FL	33166	
DORAL	FL	33166	
DANIA BEACH	FL	33004	
HOLLYWOOD	FL	33020	
DANIA BEACH	FL	33004	
FORT LAUDERDALE	FL	33301	1801
FORT LAUDERDALE	FL	33301	1801
DANIA BEACH	FL	33004	3643
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	3515
DANIA BEACH	FL	33004	
HOLLYWOOD	FL	33025	1460
DANIA BEACH	FL	33004	3515
DANIA BEACH	FL	33004	3531
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	
DANIA BEACH	FL	33004	3643

legal

3-51-42NW1/4 OF NE1/4 OF NW1/4 OF NW1/4LESS W 60 & LESS E 100 OF W 160OF N 160 & LESS E 157 M/L EXCEPTN 185 & LESS PT DESC INOR 2169/303 & LESS RDSA K A LOTS 2 & 3

3-51-42E 60 OF W 120 OF N 160 OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4,LESSBEG AT NE COR OF SAID E 60,SLY 53.97,WLY 60,NLY 52.76,ELY 60 TO POB

3-51-42W 60 OF N 235 OF NW1/4 OF NE1/4OF NW1/4 OF NW1/4 LESS BEG ATINTERSEC OF W/L OF SAID W 60 & ALINE 35 S OF & PARA WITH N/L OFSEC 3,ELY 60,SLY 17.76 TO P/C,WLY ARC DIST OF 60,NLY 16.07 TOPOB

3-51-42E 40 OF W 160 OF N 160 OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4,LESSTHEREFROM PT DESC AS,BEG AT NECOR OF SAID PAR,SLY 54.53,WLYARC DIST OF 40,NLY 53.97,ELY40 TO POB

3-51-42N 185 OF NW1/4 OF NE1/4 OF NW1/4OF NW1/4 LESS W 160 & LESS N 35& E 30 & LESS PTS DESC INOR 9270/339 & 343 FOR R/WS

3-51-42W 127 OF E 157 M/L OF NW1/4OF NE1/4 OF NW1/4 OF NW1/4LESS N 245 THEREOF & LESS PTDESC AS,BEG AT INTERSEC OF LINE245 S OF N/L SEC 3 WITH W R/W/LOF PHIPPENS RD,S 15.33,W 10,NLY 15.33,E 10 TO POBAKA:LOTS 4 & 5,LESS RD

3-51-42W 60 OF NW1/4 OF NE1/4 OFNW1/4 OF NW1/4 LESS N 235THEREOF AKA LOT 1

3-51-42S 60 OF N 245 OF W 117 OFE 157 M/L OF NW1/4 OF NE1/4OF NW1/4 OF NW1/4 AKA LOT 6

3-51-42POR OF NW1/4 OF NE1/4 OF NW1/4OF NW1/4 OF SEC 3 DESC AS: BEGAT PT 35' S OF N/L OF SEC AND 30W OF E/L OF NW1/4 OF NE1/4 OF NW1/4 OF NW 1/4, S 50.48, NWLY47.59, SW 30.71, WLY 86.03, N19.53, NE 147.24 TO POB TOG WITHCOMM AT SAID COMM PT, S 109.53TO POB, S 40.47, SW 10, N 4.62,

3-51-42BEG AT INTERSEC OF LN 245' S OFN/L SEC 3 AND 30' W OF E/L OF NW1/4 OF NE1/4 OF NW1/4 OF NW1/4,S 15.33, SW 10,N 15.33, NE 10 TOPOB TOG WITH W 10 OF E 40 OF S60 OF N 245 OF SAID NW1/4 OF NE1/4 OF NW1/4 OF NW 1/4 OF SEC 3

COLLEGE HOMESITES 55-17 BS 10' OF LOTS 1 THRU 11,BLK 1

COLLEGE HOMESITES 55-17 BLOT 11 LESS W 8,LESS N 15 FORRD & LESS S 10 BLK 1

COLLEGE HOMESITES 55-17 BLOT 17 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 18 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 19 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 20 BLK 2 & 1/20 INT IN LAKE

COLLEGE HOMESITES 55-17 BLOT 1 BLK 3

COLLEGE HOMESITES 55-17 BLOT 2 BLK 3

COLLEGE HOMESITES 55-17 BLOT 3 BLK 3

COLLEGE HOMESITES 55-17 BLOT 4 BLK 3

COLLEGE HOMESITES 55-17 BLOT 5 BLK 3

COLLEGE HOMESITES 55-17 BALL STREETS,AVENUES AND OTHERTHOROUGHFARES ARE DEDICATED TOTHE PUBLIC PER PLAT



City of Dania Beach
Community Development
Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

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

SUBJECT: A request of the City Commission to approve an inventory list of City owned property appropriate for affordable housing, consistent with Senate Bill 102, known as "Live Local".

Request:

To establish an inventory list of City owned property appropriate for affordable housing, consistent with Senate Bill 102, known as "Live Local".

Background:

The State of Florida adopted Senate Bill 102, known as "Live Local" which became effective July 1, 2023. One of the requirements of this law, per Florida Statutes Section 166.0451, entitled "Disposition of municipal property for affordable housing" requires municipalities to prepare and every three (3) years thereafter, an inventory list of all real property within its jurisdiction to which the City or any dependent special district within its boundaries holds fee simple title which that is appropriate for use as affordable housing.

Following the public hearing, the governing body of the City shall adopt a resolution that includes an inventory list of such property, and the City shall make the inventory list publicly available on its website to encourage potential development.

The City is encouraged by the State of Florida to adopt best practices for surplus land programs, including, but not limited to: (a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers; (b) Making the process for requesting surplus lands publicly available; and (c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

The lists of properties owned by the city and that may be available for long term lease or sale for affordable housing purposes are listed below:

- 711 SW 12 Avenue
- Old Griffin Road
- 137 NW 4 Avenue
- 115 Phippen Waiters Road
- 119 Phippen Waiters Road
- 121 Phippen Waiters Road
- 123 Phippen Waiters Road
- 125 Phippen Waiters Road
- NW 14 Way
- 524 NW 3 Terrace
- Dania Beach Patch
- 1201 W. Dania Beach Boulevard
- W. Dania Beach Boulevard

The City adopts the State of Florida recognized best practices for its surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers:

(i) Developer to have experience in providing any of the following types of affordable housing:

- Extremely low income – earning up to 30% AMI (at or below \$ 23,500);
- Very low income – earning from 30.01 to 50% AMI (\$23,501 to \$39,150);
- Low income – earning from 50.01 to 80% AMI (\$39,151 to \$62,650); and
- Moderate income – earning from 80.01 to 120% of AMI (\$62,651 to \$94,000).

(ii) That the Developer have connections for home ownership funding or rental subsidy;

(b) Making the process for requesting surplus lands publicly available by issuing public procurement, whether a request for proposal, or other mechanism, with a covenant running with the land requiring the affordable housing component be complied with or the property would be reverted to the City; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe (18 months).

Budgetary Impact

None.

Recommendation

Approve the resolution establishing an inventory list of City owned property appropriate for affordable housing, consistent with Senate Bill 102, known as “Live Local”.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, COMPLYING WITH SECTION 166.0451, FLORIDA STATUTES BY HOLDING A PUBLIC HEARING AND CREATING A LIST OF PROPERTIES OWNED BY THE CITY AND THE CRA, WHICH PROPERTIES MAY BE AVAILABLE FOR AFFORDABLE HOUSING PURPOSES (30 % TO 120% AMI); AND BY PROVIDING FOR BEST PRACTICES IN UTILIZING THE LISTED PROPERTIES FOR AFFORDABLE HOUSING PURPOSES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature approved Senate Bill 102, and the Governor executed Senate Bill 102, also known as the “Live Local” statute, now codified at Florida Statute Section 420.50872; and

WHEREAS, the Live Local statute at Florida Statutes Section 166.0451, entitled” Disposition of municipal property for affordable housing” to prepare and every three (3) years thereafter, prepare an inventory list of all real property within its jurisdiction to which the City or any dependent special district within its boundaries holds fee simple title which that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved; and

WHEREAS, the City is to hold a public hearing regarding the list of available properties that can be sold or subject to a long-term lease for affordable housing purposes (30% to 140% AMI); and

WHEREAS, following the public hearing, the governing body of the City shall adopt a resolution that includes an inventory list of such property, and the City shall make the inventory list publicly available on its website to encourage potential development; and

WHEREAS, the City is encouraged by the State of Florida to adopt best practices for surplus land programs, including, but not limited to: (a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers; (b) Making the process for requesting surplus lands publicly available; and (c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe; and

WHEREAS, adoption of this Resolution is in the best interest of the residents of the City of Dania Beach, Florida.

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

Section 1. **Recitals.** That the above recitals are true and correct and are incorporated by this reference.

Section 2. **List of Properties Available for Affordable Housing.** The City of Dania Beach lists its properties that may be available for long term lease or sale for affordable housing purposes are found at Exhibit A, attached to and incorporated by reference into this Resolution.

Section 3. **Best Practices.** The City adopts the State of Florida recognized best practices for its surplus land programs, including, but not limited to:

- (a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers:
 - (i) Developer to have experience in providing any of the following types of affordable housing:
 - Extremely low income – earning up to 30% AMI (at or below \$ 23,500);
 - Very low income – earning from 30.01 to 50% AMI (\$23,501 to \$39,150);
 - Low income – earning from 50.01 to 80% AMI (\$39,151 to \$62,650); and
 - Moderate income – earning from 80.01 to 120% of AMI (\$62,651 to \$94,000).
 - (ii) That the Developer have connections for home ownership funding or rental subsidy;
- (b) Making the process for requesting surplus lands publicly available by issuing public procurement, whether a request for proposal, or other mechanism, with a covenant running with the land requiring the affordable housing component be complied with or the property would be reverted to the City; and
- (c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe (18 months).

Section 4. **Effective Date.** That this Resolution shall become effective 10 days after adoption.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"

Folio	Address	Legal Description	Vacant or improved	Area (SF)
5142-0334-0560	711 SW 12 AVENUE DANIA BEACH, 33004	COLLEGE TRACT 19-9 B LOT 2 BLK 5	Vacant	5,700
5042-3406-0640	OLD GRIFFIN ROAD DANIA BEACH, 33004	HANSEN & NELSON SUB 3-76 D LOT 27,28 BLK C	Vacant	4,231
5042-3401-1190	137 NW 4 AVENUE DANIA BEACH, 33004	TOWN OF MODELO (DANIA) B-49 D LOT 5 BLK 8	Vacant/between SFH	5,421
5042-3430-0200	115 PHIPPEN WAITERS ROAD DANIA BEACH, 33004	PARADISE MANOR 32-31 B LOT 25 BLK 1	Vacant	1,992
5042-3430-0220	119 PHIPPEN WAITERS ROAD DANIA BEACH, 33004	PARADISE MANOR 32-31 B LOT 27 BLK 1	Vacant	1,994
5042-3430-0230	121 PHIPPEN WAITERS ROAD DANIA BEACH, 33004	PARADISE MANOR 32-31 B LOT 28 BLK 1	Vacant	1,995
5042-3430-0240	123 PHIPPEN WAITERS ROAD DANIA BEACH, 33004	PARADISE MANOR 32-31 B LOT 29 BLK 1	Vacant	1,995
5042-3430-0250	125 PHIPPEN WAITERS ROAD DANIA BEACH, 33004	PARADISE MANOR 32-31 B LOT 30 BLK 1	Vacant	1,996
5042-3300-0440	1201 W DANIA BEACH BOULEVARD DANIA BEACH, 33004 (see below)	33-50-42 E 75 OF SE1/4 OF NE1/4 OF SE1/4 LESS NLY 25 & THE SLY 40 & THEELY 35 OF SAID E 75 FOR RD R/WS	Conservation easement/farm	
5042-3315-0060	NW 14 WAY DANIA BEACH, 33004	SUN GARDENS FIRST ADD 30-21 B TR A N 70 OF S 280 OF E 70	Vacant	4,900
5042-3406-0260	524 NW 3 TERRACE DANIA BEACH, 33004	HANSEN & NELSON SUB 3-76 D LOT 1,W1/2 LOT 2 BLK B	Vacant/adjacent SFH	3,750
PATCH Site	(These parcels are owned by the City of Dania Beach)			
5042-3300-0440	1201 W DANIA BEACH BOULEVARD DANIA BEACH, 33004	33-50-42 E 75 OF SE1/4 OF NE1/4 OF SE1/4 LESS NLY 25 & THE SLY 40 & THEELY 35 OF SAID E 75 FOR RD R/WS	NBHD-Res, Conservation easement/farm	23,087
5042-3453-0021 ROW	W DANIA BEACH BOULEVARD, DANIA BEACH FL 33004	STOINOFF'S VALHALLA 146-22 B TRACT A THE W 9 OF S 333.98	NBHD-RS	3,006
				22,150



Community Development

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: 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

SUBJECT: TX-084-23: The applicant, City of Dania Beach, is requesting a text amendment to amend the noise regulations found in the City's Land Development Code (FIRST READING).

Request:

Amending Sections 17-80, entitled "Definitions", 17-81, entitled "Unreasonably loud noise prohibited", 17-85 "Exemptions" to update the City's code relating to Unnecessary and excessive noise (First Reading)

Background:

The city currently regulates unreasonable loud noise between the hours of 7:00PM to 7:00AM. At this time City Staff is recommending to clearly identify that noise complaint must be plainly audible from a distance of 100 feet from the building, structure or vehicle in which it is located.

This modification will ensure that Code Compliance and Broward Sheriff's Office is provided clear direction on enforcement of the City's noise ordinance during the applicable timeframe.

Budgetary Impact

None

Recommendation

To approve the text amendment Ordinance on first reading.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS”; AT ARTICLE IV ENTITLED “NOISE”; AMENDING SECTIONS 17-80 ENTITLED “DEFINITIONS”; SECTION 17-81 ENTITLED UNREASONABLY LOUD NOISE PROHIBITED”; SECTION 17-85 ENTITLED “EXEMPTIONS”; TO UPDATE THE CITY’S CODE RELATING TO UNNECESSARY AND EXCESSIVE NOISE; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to update its noise ordinance to facilitate ease of use and application; and

WHEREAS, the City Administration supports the further refinement of the City’s Noise Ordinance.

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

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

Section 2. That Chapter 17 entitled “Offenses - Miscellaneous”, Article IV, entitled “Noise”, at section 17-81, entitled “Unreasonably loud noise prohibited,” is amended as follows:

* * *

CHAPTER 17

OFFENSES -MISCELLANEOUS

* * *

ARTICLE IV. NOISE

Sec. 17-79. Scope.

The provisions of this article shall apply to the control of all sound originating within the geographical limits of the city and outside the city limits, within all territory to which the jurisdiction of the city extends.

Sec. 17-80. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amplified sound. Sound augmented by any electronic means which increases the sound level or volume.

Animal noise. Please cross-reference with Section 5-11(b)(1), for enforcement.

Business establishment. Any commercial establishment, including but not limited to any establishment required to obtain any food or beverage license, or a license for service of alcoholic beverages.

Complaint. A specific request for investigation of a suspected violation of this chapter. The complaint may include but is not limited to the following:

- (1) The name, address and telephone number of the complainant.
- (2) The approximate date and time when the violation occurred.
- (3) A brief statement outlining the nature of the violation.
- (4) Any indication whether the complainant requested the violator(s) to desist.
- (5) If known, the name, address and location where the violation is occurring or has occurred.

Complainant. Any owner, lessee, manager or person with a legal interest in a receiving property who reports being disturbed by sound heard from another residence inside of a residence or place of business upon the receiving property and not originating therefrom, which sound is plainly audible at a distance of 100 feet from the building, structure, or vehicle in which it is located.

Enforcement officer. Any code compliance ~~inspector~~ officer or law enforcement officer.

Person. Any individual, corporation, partnership, association or other legal entity or any agent or employee of any such entity.

Plainly audible. Able to be clearly heard by a person of normal sensibilities using only unaided auditory senses. Plainly audible shall refer to a sound heard at a volume level above that of normal conversation and shall not include sounds which are just barely audible. With respect to music, the detection of a rhythmic base reverberating type sound, beat or cadence shall be deemed plainly audible. In order to establish a noise complaint, the plainly audible sound must be heard at a distance of 100 feet from the building, structure or vehicle in which it is located.

Property line. ~~An imaginary line along the ground surface, and its vertical extension, which separates the real property owned or possessed by a person from that owned or possessed by another person, including intra-building divisions.~~

Radios, televisions, phonographs, etc. The using, operating, or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or

chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of 7:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 100 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

Receiving property. Any residence or place of business into which sound, not originating therefrom, is traveling and is audible.

Residence. Any occupied room or rooms connected together containing sleeping facilities, including but not limited to single and multiple family homes, townhomes, apartments, condominium units, hotel and motel rooms.

Sound source. The place from which sound emanates, including without limitation, a speaker, loud speaker, or other sound producing instrument or sound from a person.

Unreasonably loud. Uninvited noise shall be deemed unreasonably loud if it is plainly audible to inside of a receiving property at a distance of 100 feet across a property line and that plainly audible sound is determined to cause actual interference with a business, a person's peaceful enjoyment of a residence or the peace and tranquility of the surrounding neighborhood.

Uninvited noise. Noise not originating on the receiving property.

Sec. 17-81. Unreasonably loud noise prohibited.

Between the hours of 7:00 p.m. and 7:00 a.m. it shall be unlawful for any person or business to cause or permit to originate from the real property he, she, or it controls, any sound which can be heard at a distance of 100 feet from the building, structure or vehicle from which the sound is emanating, crosses a property line at a volume, which is unreasonably loud.

* * *

ec. 17-85. Exemptions.

The following activities shall be exempt from the requirements of and from the enforcement provisions in this article:

- (a) Radios, sirens, horns and bells and other sounds created by police, fire and other emergency response vehicles.
- (b) Screams for emergency assistance and warning calls.
- (c) Fireworks displays, parades, special events and other activities for which a valid permit has been obtained, within such hours and in accordance with such restrictions as may be imposed as conditions for the issuance of a permit.
- (d) Noise generated as the result of emergency work or from activities permitted under a special permit.
- (e) Noise generated by motor vehicles as defined in F.S. § 320.01, as may be amended and noise resulting from the operation of vessels when operated in compliance with the limitations set forth in F.S. § 327.65.

- (f) Noise emanating from the unamplified conversations of person(s) on public streets and sidewalks.
- (g) Fire alarms and burglar alarms, bells and chimes of churches or other religious institutions; however, false fire or burglar alarms shall be subject to enforcement procedures and penalties as set forth in article VII, "emergency alarm systems" of chapter 8 of the City Code of Ordinances.
- (h) Locomotives and other railroad equipment and aircraft, to the extent that city regulations are preempted by federal provisions.
- (i) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, when such activities have been authorized by the public authority which owns the properties or facilities or their agent, except where such publicly owned properties are under private operation pursuant to a lease, agreement or other arrangements.
- (j) Noise in, adjacent to or adjoining residential areas, generated as the result of the operation of sanitation equipment.
- (k) Noise emanating from a business establishment which provides musical entertainment within permitted hours of operation and is located within the Dania Pointe Entertainment District.

Sec. 17-86. Enforcement.

- (a) An enforcement officer shall investigate complaints regarding violations of this chapter. If compliance is not accomplished, and any violation of this chapter is subsequently witnessed by an enforcement officer, a violation may be enforced as provided by law. The Code compliance officer or Broward County Sheriff's deputy must make the determination of a unreasonably loud noise violation.
- (b) The notice of violation is to include the date and time of the violation, the nature of the violation, the name of the violator, notice informing the violator that the violation may result in the imposition of fines and liens as provided by law and that any repeat violation may result in the imposition of increased fines.

Sec. 17-87. Alternate means of enforcement and penalties.

- (a) Anyone found in violation of this chapter may be subject to the penalties specified in the city Code of Ordinances.
- (b) As an alternative or additional means of enforcement, in order to maintain the peace and domestic tranquility of the surrounding neighborhood, the city may deny any applicable extended hours license pursuant to section 4-18.1, extended hours license, of the city Code of Ordinances.

Secs. 17-88—17-93. Reserved.

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

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

Section 5. That this ordinance shall take effect 10 days after passage.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City Attorney

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: City Regulation Relating to Naming of City Facilities - Correction

Request:

To approve a minor modification to the City's regulation relating to naming of City Facilities.

Background:

On May 9, 2023, the City adopted an ordinance amending chapter 2 of the City's code of Ordinances creating a process for naming or renaming city facilities. One of the requirements of that ordinance was that any person requesting a facility be named after him or herself, must undergo a Level 2 background screening. A Level 2 background screening is conducted with fingerprints by the FBI. The FBI has strict regulations on when a Level 2 screening can take place. Unfortunately, the purpose of naming a facility is not authorized under Federal Law. As such, the language is proposed for modification to indicate that a background check will be conducted and an application denied if a person is convicted of a felony or a crime of moral turpitude.

This clarification is the only change to the ordinance.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the ordinance be approved at first reading and that a second and final reading be scheduled.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, OF THE CITY CODE OF ORDINANCES, ENTITLED "ADMINISTRATION" AT ARTICLE V, ENTITLED "RESERVED" BY AMENDING SECTION 2-101, ENTITLED "NAMING OF CITY OWNED FACILITIES" TO MODIFY THE BACKGROUND CHECK CRITERIA OF THE CODE, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, the Mayor and City Commission adopted an ordinance modifying Chapter 2, Article V relating to creating a process for naming or renaming City owned facilities within the City of Dania Beach; and

WHEREAS, one condition in the ordinance requiring a Level 2 background check, which requires fingerprinting and review by the Federal Bureau of Investigation ("FBI"); and

WHEREAS, the FBI will not authorize a Level 2 background check for the purpose of naming or renaming a public facility, and as such this provision in the ordinance needs to be modified so as to provide an enforceable provision of the Code; and

WHEREAS, it is in the City's best interests to amend its procedures relating to background checks to be consistent with state and federal law.

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 2 of the City Code of Ordinances, which Chapter is entitled "Administration", at Article V, entitled "Naming of City Facilities", at section 2-101, entitled "Naming of City Owned Facilities" is amended to read as follows:

CHAPTER 2

ADMINISTRATION

ARTICLE V –NAMING OF CITY FACILITIES

* * *

Sec. 2-101 Naming Of City Owned Facilities

* * *

(d) Review and Approval of request.

- (1) Requests for Naming/Renaming must be submitted in writing to the Director of Parks and Recreation. All individuals and organizations requesting for naming/renaming a City of Dania Beach facility must submit a City of Dania Beach Application, a petition as provided below, and an application fee as determined by separate resolution. All costs, including notices, mailings, sign changes, staff time, etc. as determined by the City Manager's Office, shall be the responsibility of the applicant. No application shall be granted by the City Commission until after the City's receipt of payment of the application fee and notification, mailing, sign changes, and associated costs. Actual physical or other naming/renaming measures, including signage changes, shall not be performed by the City until such additional costs over and above the application fee, as determined by the City Manager's Office, are paid to the City.
- (2) These requests will be reviewed by the Parks, Recreation And Community Affairs Advisory Board prior to transmission to the City Manager. The decision of the Board shall be advisory only and shall be submitted to the City of Dania Beach City Commission for a Final Determination.
- (3). The individual whose name is being considered must not have a felony conviction in the state of Florida, or any crime of moral turpitude. If the City is aware of a felony in any other state, or any crime of moral turpitude, then the individual will be disqualified under this ordinance. ~~must pass a "level 2" background check.~~
- (4) The applicant may be responsible for the actual cost of signage. If the naming is for a retired or former employee, volunteer, or elected official, no signage fee will be required.
- (5) Final Determination. The City Commission shall make a Final Determination of granting or denying an application. In doing so, the City Commission shall have absolute discretion for naming a City facility and shall enact a resolution, after public hearing. Final approval shall require a 4/5 vote of the City Commission.
- (6) Waiver of Guidelines. The City shall consider a waiver to any portion of these guidelines for procedures, except for Subsection (7) below entitled "Automatic Denials," if by a 4/5 vote of the City Commission, the Commission agrees to such a waiver of a portion for any other reason.

(7) Automatic Denials.

(i) The individual after whom the street is to be co-designated had been convicted for a felony or any crime involving moral turpitude or had pending charges of a felony on any crime involving moral turpitude at the time of his or her death.

(ii) The corporation or other non-natural person after which the street is proposed to be co-designated must have a reputation (and its officers and representatives) without a felony criminal, fraudulent, immoral or offensive history.

(iv) ~~Failure to pass a Level 2 background check.~~

(v) Discriminatory or antisemitic (anti any religious, racial or ethnic) name or reference.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Public Services

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

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

**SUBJECT: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE
SOUTHEAST DRAINAGE RETROFIT PROJECT- PHASE I - SECOND
READING**

Request:

The Public Services Department (PSD) requests expenditure authorization of City funds exceeding one million dollars for the Southeast Drainage Retrofit Project, Phase I (SE Drainage Project – Phase I).

Background:

The City engaged WSP USA, Inc. (WSP) to design stormwater improvements to address chronic flooding in the southeast section neighborhoods. WSP completed the design, and due to its overall magnitude, the project was separated into two construction phases. The City sought and successfully secured alternative funding sources to offset the project's cost for Phase I.

On July 25, 2023, the City issued an Invitation to Bid 23-014 for the SE Drainage Project, Phase I. Two bids were received on October 2, 2023. The most responsive and responsible bid is \$16,815,805.24. The City Code requires the City Commission to approve an ordinance authorizing the expenditure of funds exceeding one million dollars. This item will be the first of two readings of the ordinance to authorize the approval of funds for the first phase of the project.

Budgetary Impact

The Florida Department of Environmental Protection will provide the funding for this project in the amount of \$3,480,000. Broward County Transportation Surtax will provide additional funding for this project in the amount of \$7,212,000, and \$6,123,805.24 will come from the

City's American Rescue Plan Act Funds.

Recommendation

PSD is recommending the City Commission to adopt an Ordinance to authorize the expenditure of City funds exceeding One Million Dollars for the SE Drainage Retrofit Project - Phase I.

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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24) AS APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND 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-issued Invitation to Bid (“ITB”) No. 23-014 for the “Southeast Drainage Retrofit Project, Phase I” exceeds the monetary threshold of \$1,000,000.00; and

WHEREAS, the project expenditure shall not exceed the bid amount of Sixteen Million Eight Hundred Fifteen Thousand Eight Hundred Five Dollars and Twenty-Four Cents (\$16,815,805.24) for the Southeast Drainage Retrofit Project, Phase I.

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) in funding the Southeast Drainage Retrofit Project, Phase I.

Section 3. That the Florida Department of Environmental Protection Grant Program funds in the amount of \$3,480,000.00, and the Broward County Transportation Surtax funds in the amount of \$7,212,000.00 be appropriated to account number 402-35-28-535-63-10. In addition, the balance of funds, in the amount of \$6,123,805.24 to equal \$16,815.805.24 to fund the Southeast Drainage Retrofit Project, Phase I, will come from the City’s American Rescue Plan Act funds, reserves, and potentially new debt financing.

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 October 24, 2023.

PASSED AND ADOPTED on second reading on _____ 2023.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Oct 15, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

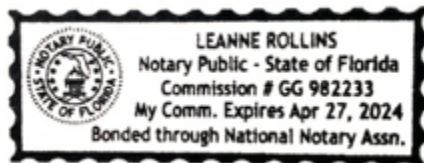


Signature of Affiant

Sworn to and subscribed before me this: October 16, 2023.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov,emcclendon@daniabeachfl.gov
7514566

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING FIRST
READING OF THE FOLLOWING
PROPOSED ORDINANCE:**

NOTICE IS GIVEN that on October 24, 2023, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed first reading of the following ordinance:

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 SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,805,805.24) APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the 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.

/s/ Elora Riera, MMC
City Clerk
10/15/2023 7514566



City Clerk

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Discussion and Approval of the 2024 City Commission Meeting Dates

Request:

For the City Commission to discuss and approve the 2024 City Commission Meeting dates.

Background:

As you are aware, the City Commission meetings are held on the second and fourth Tuesday of each month.

The following City Commission meeting dates conflict with major holidays:

- **April 23, 2023** - Passover holiday - Monday, April 22, 2024 through Tuesday, April 30, 2024

- **December 24, 2024** - Christmas holiday - Tuesday, December 24, 2024 and Wednesday, December 25, 2024

Also, please note that the City Commission typically takes their summer break at the end of July through the beginning of August. Also, the second meetings in November and December are typically canceled due to the holidays. The following City Commission meeting dates are tentatively scheduled during that time:

- July 23, 2024
- August 13, 2024
- November 26, 2024
- December 24, 2024

Budgetary Impact

No budgetary impact.

Recommendation

To discuss and approve the 2024 proposed City Commission meeting dates.

**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2024 – DECEMBER 2024**

City Commission Meeting Date 2nd & 4th Tuesdays – 7:00 p.m.	**Holidays and/or Events**
January 9, 2024	
January 23, 2024	
February 13, 2024	
February 27, 2024	
March 12, 2024	
March 26, 2024	
April 9, 2023	
April 23, 2023	Passover – Monday, April 22 to Tuesday, April 30, 2024
May 14, 2024	
May 28, 2024	
June 11, 2024	
June 25, 2024	
July 9, 2024	
July 23, 2024	Commission Summer Break
August 13, 2024	Commission Summer Break
August 27, 2024	
September 10, 2024	
September 24, 2024	
October 8, 2024	
October 22, 2024	
November 12, 2024 (Special & Regular Meeting)	Special Meeting for 11/5 General Election Confirmation
November 26, 2024	Thanksgiving Holiday – Thursday-Friday, November 28- 29, 2023
December 10, 2024	
December 24, 2024	Christmas Holiday – Friday, December 22 & Monday, December 25, 2023

Calendar for Year 2024 (United States)

January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
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October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Holidays and Observances:

Jan 1 New Year's Day	May 5 Cinco de Mayo	Oct 23 Last Day of Sukkot
Jan 15 Martin Luther King Jr. Day	May 12 Mother's Day	Oct 31 Halloween
Feb 14 Valentine's Day	May 27 Memorial Day	Nov 5 Election Day
Feb 19 Presidents' Day	Jun 14 Flag Day	Nov 11 Veterans Day
Mar 17 St. Patrick's Day	Jun 16 Father's Day	Nov 28 Thanksgiving Day
Mar 31 Easter Sunday	Jun 19 Juneteenth	Nov 29 Black Friday
Apr 1 Easter Monday	Jul 4 Independence Day	Dec 24 Christmas Eve
Apr 15 Tax Day	Sep 2 Labor Day	Dec 25 Christmas Day
Apr 22 Passover Eve	Oct 3 Rosh Hashana	Dec 26 Chanukah/Hanukkah (first day)
Apr 23 Passover (first day)	Oct 12 Yom Kippur	Dec 31 New Year's Eve
Apr 30 Last Day of Passover	Oct 14 Columbus Day	

Calendar generated on www.timeanddate.com/calendar



Community Development

City of Dania Beach

Memorandum

DATE: 11/14/2023

TO: Mayor and Commissioners

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

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

SUBJECT: Approval for the City to sponsor the 2024 IGNITE Broward Art & Light Festival partially located at MAD Arts in Dania Beach

Request:

The Public Art Advisory Board (PAAB) requests City Commission approval to sponsor the 2024 IGNITE Broward Art & Light Festival that will be partially located at MAD Arts located in Dania Beach. This re-occurring county-wide public art event will be held from January 24, 2023 - January 28, 2024.

Background:

Now in its third year, IGNITE Broward, created by Broward County Cultural Division in partnership with Mad Arts, is an immersive large-scale projection mapping and interactive light-based art and sound festival featuring installations by top national and international artists at two stunning locations, Esplanade Park in downtown Fort Lauderdale and Mad Arts in Dania Beach.

With each passing year, IGNITE Broward has grown in both size and influence, attracting a diverse range of attendees, including aspiring entrepreneurs, talented artists, skilled professionals, and visionary leaders.

On October 16, 2023, the PAAB recommended the City sponsor this local public art event at the \$25,000 sponsorship level. At this sponsorship level, the City will receive City Logo placement signage, a guided tour of Esplanade Park and Mad Arts installations, City Logo placement on all print and digital materials, invitations to media preview at Mad Arts, tickets to a VIP Kick-off Party at the Museum of Discovery and Science, skip the line preferential access to installations, and swag bags.

This Twenty-Five Thousand Dollar sponsorship would include an expenditure of Ten Thousand Dollars (\$10,000) from the City's Public Art Fund and a Fifteen Thousand Dollars (\$15,000) value of in-kind services provided on Friday, Saturday & Sunday by the City. These in-kind services include the use of the City's parking garage, two shuttle bus services to transport attendees to and from the City Hall parking garage, marketing for the event, and a BSO police detail which will be paid from the City Manager's Contingency Fund.

Budgetary Impact

The funding for this sponsorship is split and appropriated as indicated below;
Funding in the amount of Ten Thousand Dollars (\$10,000) will be appropriated from the City's Public Art Fund Account No. 115-15-01-515-31-10.

Funding in an amount not to exceed Fifteen Thousand Dollars (\$15,000) needed for in-kind services that will be provided by the City will be appropriated from the City Managers contingency fund, account #001-12-01-512-99-10.

Recommendation

It is recommended that the City Commission adopt the resolution to sponsor the IGNITE Broward Art & Light Festival at the Twenty-Five Thousand Dollars (\$25,000) sponsorship level.

RESOLUTION NO. 2023-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF PUBLIC ART FUNDS IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FOR SPONSORSHIP OF THE 2024 IGNITE BROWARD PUBLIC ART EVENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County Cultural Division, in partnership with Mad Arts, is hosting its third annual IGNITE Broward public art festival, featuring immersive large-scale projection mapping and interactive light-based art and sound installations by top national and international artists; and

WHEREAS, part of the IGNITE Broward event is been located at the MAD Art Gallery located in Dania Beach; and

WHEREAS, IGNITE Broward public art event has been held annually since 2022, and

WHEREAS, the Public Art Advisory Board (PAAB), at their October 16, 2023 meeting, recommended the City sponsor the IGNITE Broward annual public art event with a Twenty-Five Thousand Dollars (\$25,000.00) sponsorship which includes Ten Thousand Dollars (\$10,000.00) monetary donation plus Fifteen Thousand Dollars (\$15,000.00) of in-kind services including use of the City owned parking garage, (3) shuttle busses, and any required police and fire detail for the event.

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 Resolution by this reference.

Section 2. That the proper City officials are authorized to expend Ten Thousand Dollars (\$10,000.00) plus Fifteen Thousand Dollars (\$15,000.00) of in-kind services.

Section 3. That Fiscal Year 2023-24 funding for this sponsorship, in the amount of ten thousand dollars (\$10,000.00) is currently available in the City’s Public Art Fund, account number 115-15-01-515-31-10.

Section 4. That if any section, clause, sentence, or phrase of this Resolution 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 Resolution.

Section 5. That all Resolution or parts of this Resolution in conflict with the provisions of this Resolution are repealed.

Section 6. That this Resolution shall take effect 10 days after passage and adoption.

PASSED AND ADOPTED on _____, 2023.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Public Art Advisory Board Application

City of Dania Beach 100 West Dania Beach Blvd.
Dania Beach, FL 33004 (954) 924-6805 x3704

Contact Information:

Name: Jennifer Love Gironda
Home Address: 150 S Bryan Road, PH6, Dania Beach FL 33004
Cell Phone: 919-637-9137
Phone: use cell
Email: jenniferlovegironda@gmail.com
What is your occupation? High School Art Teacher
Business Name: Chaminade-Madonna College Preparatory School
Business Address: 500 E Chaminade Dr, Hollywood, FL 33021
Business Phone: (954) 989-5150
Are you a resident of Dania Beach? Are you a resident of Broward County? ☒ Yes ☒ Yes
☐ No ☐ No

If yes, how long have you lived:
In Dania Beach? In Broward County? *I moved to Dania Beach/Broward County this past summer, June 2023. Before that I lived in Palm Beach County from 2009-2020, then again in 2022-2023.*
Do you own a business in the City of Dania Beach? Yes/No

Name of Business: n/a

Are you a registered FL voter?
☒ Yes ☐ No

Public Art Advisory Board Selection:

Have you attended any Dania Beach Commission or Advisory Board Meetings?
☐ Yes ☒ No

Are you currently serving, or have you ever served on any other City or County Boards, Commissions, or Committees?
If yes, please provide names and dates. *I have never served in this capacity.*



Public Art Advisory Board Application

City of Dania Beach 100 West Dania Beach Blvd.
Dania Beach, FL 33004 (954) 924-6805 x3704

Are you aware of any potential conflict of interest (including, without limitation, any potential voting conflicts, or potential prohibited conflicts) that may arise from your serving on the City board or committee to which you are seeking appointment?

☒ No - I am not aware of any conflicts. ☐ Yes – I am aware of select conflicts. If yes, please explain:

Interest & Experiences

Please list any unique qualifications you have, and how your personal experience and background may relate to the work of a Public Art Advisory Board.

I am a lifelong artist, and have been an art teacher for over twenty years. I graduated from East Carolina University with my BFA (Double Major Art Education/Textiles) and also my MAEd in Art Education. I have extensive experience in the arts from being an artist, studying art and being an art teacher. I create my own work, participate in shows and help my students do the same. I have led art workshops and classes at the Armory Art Center, the Norton Museum of Art, the Cameron Museum of Art in Wilmington NC in addition to state level conferences for the Florida Art Education Association and also the Florida Alliance for Arts Education. I have been a part of artist panels and feel comfortable speaking and interacting with people about the arts. I was recognized by the Palm Beach Cultural Council for a Muse Award, have been Teacher of the Year at Lake Worth High School Indiantown Middle School and Middle School Teacher of the Year for Martin County, which I feel shows my commitment to my profession, teaching art.

Briefly describe why you wish to serve as a member of the Public Art Advisory Board. List any certifications/licenses which may further qualify you to serve on the Public Art Advisory Board.

I am new to Dania Beach. My husband is a marketing professor at NSU and we moved here to be closer to his job. We had lived in Palm Beach county for many years before we moved back home to NC during the pandemic and I was excited to come back to Florida and pick back up in the art community. I jumped right in at my school, Willam T. Dwyer High School, and also in the local art community- landing a studio space at Zero Empty Spaces in Palm Beach Gardens, a spot in the juried Continuum Art show, acceptance in group shows and solo shows at Palm Beach State College and the Boca Library- all in my first year back. The reason I mention this is I want to show that I really am passionate about the arts, about teaching art and making art- and I am proactive, I set goals and put in the work to achieve them. I was sad to leave Palm Beach County but we decided that we needed to be closer to my husband's job, so we relocated. I was able to get the job as the art teacher at Chaminade-Madonna College Preparatory School and that has been an amazing experience. I feel like my school community has been welcoming and I am active there, however I want to become more involved in my local art community and do what I can to help advance initiatives in the arts, and help others have opportunities to experience art here in Dania Beach, my new home.

I mentioned in the previous answer about my BFA and MAEd. I am also a National Board Certified Teacher and hold teaching licenses in Florida and North Carolina. Additional information that might be helpful...I consider myself to be pretty savvy on social media, I maintain daily posts about my art/teaching on my Instagram (@artbyjlg) and my Facebook page for my art (<https://www.facebook.com/jenniferlovegirondaART/>) I am also upbeat and organized.

CERTIFICATIONS:

- National Board Certification- Early and Middle Childhood
- Florida Professional Educator's Certificate, (Art) Grades K-12
- North Carolina Professional Educator's Certificate, (Art) Grades K-12

EDUCATION:

- MAEd, Art Education, East Carolina University, Greenville, NC. May 2009 (4.0 GPA)
- BFA, Art Education/Textiles, East Carolina University, Greenville, NC-May 2001 (3.54)

TEACHING EXPERIENCE:**William T. Dwyer High School, Palm Beach Gardens FL**

Visual Arts Teacher: 9-12, 2022-current, 2D Art 1 and 2, Drawing and Painting

College Park Elementary School, Wilmington NC

Visual Arts Teacher: K-5, 2019-2022

K-5 Visual Art Curriculum (taught in person, on-line and hybrid) based on the NCSCOS, Superintendent Greeting Card winner, NC Farm Art Contest Winner, Host School for the NC Azalea Queen, her court and state and local dignitaries, partnered with local businesses to show student work (mall, credit union)

Lake Worth High School, Lake Worth FL

Visual Arts Teacher: 2014-2020

9-12 grade, 2D/3D Art 1, Portfolio, Advanced Placement 2D Design, Advanced Placement 3D Design, Advanced Placement Drawing (taught in person, on-line and hybrid), Fashion Club Sponsor (2015-present), JV Cheerleading Coach (2015-2016). Student awards include Gold/ Silver Keys and Honorable Mentions at Scholastics Art and Writing, Congressional Art Winner, Two Superintendent Greeting Card winners, Two Bus Safety \$1000 Scholarship winners, Melanoma Monday Contest winners, South Florida Fair art winners, WITV award and scholarship winners, Arts for Life Scholarship Winner, PBCATA Scholarship winner, dedicated LWHS student shows at the Cultural Council of Palm Beach County, Clay Glass Metal Stone Gallery and HATCH 1121 as well as recycled garments created by LWHS students featured at Art Palm Beach International Art Fair

University School, Nova Southeastern University, Fort Lauderdale FL

Visual Arts Teacher: Middle and Upper School, 2013-2014

Middle/Upper School Digital Photo 1, Middle School Drawing and Painting 1, tutored a private MS art student

Indiantown Middle School, Indiantown FL

Visual Arts Teacher: 5-8, 2009-2013

5-8 Curriculum based on the Sunshine State Standards and International Baccalaureate® Middle Years Programme. Advisor, Art Club, Assistant to Yearbook Advisor and SWAT (Students Working Against Tobacco), IMS Cheerleading Coach (also the JV cheer coach at Palm Beach Gardens High School from 2011-2013 and volunteer Assistant Cheer Coach for Varsity 2010-2011 during this time), numerous local art exhibits including an International Peace Mural, displayed in Japan

Armory Arts Center, West Palm Beach FL**Summer Camp Instructor 2011, 2012, 2013, 2015-2019 (Fashion Week)**

Drawing Instructor, Bak Prep (sub), Fashion camp with a focus on upcycled/recycled fashion instruction for teens), 2017-2019 Armory Outreach program working with victims of human trafficking

Wintergreen Primary School, Greenville NC**Visual Arts Teacher: K-2, 2007-2009**

K-2 Visual Art Curriculum based on the NCSCOS, Webmaster for school site, after school Art Studio for Second graders, Cheerleading Coach for PCCSR Program, grades 1-3rd, student work featured in local art shows and venues as well as a special exhibit of student work to go along with my thesis show at the Greenville Museum of Art

East Carolina University, Greenville NC**Teaching Assistant: University Level, January-May 2009**

Assisted with ART 1910, an undergraduate-level Art Appreciation course, taught via BlackBoard. Duties included grading discussion board posts, research papers, projects, maintaining course grade book.

Leesville Road High School, Raleigh NC**Visual Arts Teacher: 9-12, 2003-2005**

High School Visual Art Curriculum based on the NCSCOS. Art 1, Art 2, Art 3 and 4 combined, Honors Art, Independent Study, Head Coach- Varsity Cheerleaders, National Art Honor Society Sponsor

D.H. Conley High School, Greenville NC**Visual Arts Teacher: 9-12, 2001-2004**

High School Visual Art Curriculum based on the NCSCOS. Art 1, Art 2, Art 3 and 4 combined, Honors Art, Independent Study, National Art Honor Society Chapter Sponsor, Assistant Coach- Varsity Cheerleaders

Legislators School for Leadership Development-East Carolina University**Teaching Faculty: 2002-03: 6-12, 2008**

Two-week summer program, middle/high school. Curriculum based on Sean Covey's Seven Habits of Highly Effective Teens.

E.B. Aycock Middle School & Wahl Coates Elementary School, Greenville, NC**Visual Arts Intern: 9-12, 2000-2001**

6-8 Visual Art Curriculum based on the NCSCOS, assisted with cheerleading program

Sawtooth Center for the Visual Arts-Winston Salem, NC**Assistant to Youth Program Director: K-8, summer 1998**

Responsible for the organization and teaching of thematic art lessons for a ten-week summer camp.

HONORS AND AWARDS:

- Cultural Council of Palm Beach County MUSE Award, Liman Excellence in Arts Education, 2020
- Lake Worth High School Teacher of the Year and Senior High Dwyer Nominee, 2019-2020
- Central Palm Beach Chamber of Commerce 'Women of Worth' finalist, 2020
- Lake Worth High School Staff Energizer Award, 2018-2019
- Florida Alliance for Arts Education and Hermitage Artists Retreat State Artist Teaching Residency (STAR) recipient 2017, month long artist residency, one of only three visual arts teachers chose for whole state of Florida

HONORS AND AWARDS, cont'd:

- Florida Humanities Council Workshop Participant, St. Augustine 2013
- Martin County Middle School Teacher of the Year, 2011
- Teacher of the Year, Indiantown Middle School, 2010-2011
- Selected as one of 10 art teachers nationwide to be a Surface Design Association Scholar (2011)
- Selected as one of 30 teachers nationwide for Jump at the Sun: Zora Neale Hurston and Here Eatonville Roots, NEH Landmark workshop/grant (June 2010)
- Selected as one of 32 teachers nationwide for the Power of Art Workshop, Robert Rauschenberg Foundation at The Lab School of Washington, DC (April 2010)
- Selected as one of twelve teachers to travel to Japan (Summer 2009), funded by Fulbright-Hays NCTAN Asian Seminar, East Carolina University, 2008
- Teacher's Executive Institute Participant, Pitt County Schools, 2007
- North Carolina Center for the Advancement of Teachers, workshop attendee, 2007
- Outstanding ILT Recognition, Pitt County Schools, 2002
- Graduate Cum Laude, East Carolina University, 2001
- Most Outstanding Art Education Student, East Carolina University, 2001
- North Carolina Teaching Fellow Scholarship Recipient, 1996-2000

GRANTS:

- (2022) Intracoastal Realty Teachers Fund, *'Remote Learning Art Journal Sets'*, grant to fund sketchbook, colored pencil sets for students to design and then take home for remote learning
- (2021) Donors Choose, *'Ease into Movement in Art...with Easels!'*, funds to purchase easels for classroom
- (2020) Intracoastal Realty Teachers Fund, *'Remote Learning Art Journal Sets'*, grant to fund sketchbook, colored pencil sets for students to design and then take home for remote learning
- (2020) Donors Choose, *'Special Art Supplies for Extra Special Artists'* (featured on WECT 6 o'clock news), adaptive materials for students with special needs
- (2020) Donors Choose, *'Art Display Ready!'*, mats and display mounting materials to better showcase student artwork
- (2019) Palm Beach County Educational Foundation, GoTeach grant, *'Recycled Runway: Sustainable Fashion'*, grant to purchase dress forms and materials for creating recycled gowns
- (2019) Lake Worth High School Alumni Foundation Grant to purchase materials for 'Access Art' course, a brand-new class for students in autism spectrum disorder unit
- (2018) Donor Choose *'Let's Talk Trashion! (Recycled Fashion, Ya'!!!)'*, grant recycled fashion projects
- (2017) IMPACT 100, Community Grant with Flamingo Clay Studio for clay supplies for classroom
- (2016) Pledge Cents, *'Mat About You!': Art Display Materials for LWHS Art*, grant to purchase display items
- (2016) Donor Choose, *"To Glaze or Not to Glaze...That is the Question!"*, grant to purchase glaze
- (2012) Education Foundation of Martin County- Classroom Enrichment Grant, *IMS Arts Passport: Making Cultural Connections through Art and Music, Featuring Australia*, Grant to purchase Asian Arts Resources
- (2012) Donorschoose.org, *'Ready, Set...DRAW!'*
- (2011) Education Foundation of Martin County- Classroom Enrichment Grant, *IMS Arts Passport: Making Cultural Connections through Art and Music, Featuring Asia*, Grant to purchase Asian Arts Resources
- (2011) Character Counts Grant, *Off the Wall: Promoting the Character Pillars through Urban Art*, Grant to for art supplies/visiting Graffiti Artist

GRANTS, cont'd:

- (2011) Florida League of IB Schools, Grants for Excellence, *Chihuly-inspired Sculpture Installation*
- (2011) Donorschoose.org, 'Walk Like an Egyptian.... ARTIST!'
- (2010) Women Supporting the Arts Grant, African Art Curriculum
- (2010) Target Field Trip Grant, Norton Museum
- (2010) Education Foundation of Martin County- Classroom Enrichment Grant, 'IMS Arts Passport: Making Cultural Connections through Art and Music, Featuring Africa', Grant to purchase African Arts Resources
- (2010) Indiantown Coalition Grant, *Adinkra Cloth*
- (2010) Power of Art, Supply award to Jerry's Art-O-Rama
- (2009) Donorschoose.org, Grant to purchase Spanish/Mexican Artists Books and Resources
- (2009) Florida League of IB Schools, Professional Enrichment Grant to attend Florida State University ART&DESIGN for Social Justice Symposium, in Association with the Kids' Guernica International Peace Mural Project, January 16-18
- (2009) Florida League of League of IB Schools, Grants for Excellence: 'Creating a Global Canvas: Kids' Guernica International Peace Mural Project'
- (2009) Education Foundation of Martin County- Classroom Enrichment Grant, 'Hanga: 版画 The Art of Japanese Prints'
- (2009) Character Counts Grant, 'Altered Awareness: Expressing Themes of Respect, Fairness and Caring Through Altered Books'
- (2009) Indiantown Coalition Grant, 'Thinking Inside the Box: Reliquaries, Retablos Sacred Vessels of Many Cultures'
- (2008) Pitt County Educational Foundation Grant, 'A Walk on the Wild Side with Henri Rousseau'

PROFESSIONAL PRESENTATIONS:

- Presentation, (2023) FAEA Conference, 'Create (YOUR OWN!) Art...EVERY day!'
- Presentation, (2023) FAEA Conference, 'Drawn to Fashion'
- Workshop, (2023) FAEA Conference, 'Mixed Media Fashion Illustration'
- Spring 2022- Teaching Artist Talk, Exhibit of textile pieces and workshop for art education students at East Carolina University
- Workshops for Cameron Museum of Art, Wilmington NC (Fashion Illustration and Upcycled Accessories), 2021-2022
- Panel Member, Continuum West Palm Beach 2018-2019
- Presentation, (2018) FAEA Conference, 'Fashion Illustrations'
- Workshop, (2018) FAEA Conference, 'Recycled Gowns and Jewelry'
- Presentation, (2016) FAEA Summer Workshop, 'Be creative, EVERY SINGLE DAY!', Art Institute Fort Lauderdale
- Publication, Personal Web site, www.jenniferlovegironda.com, domain ownership since 2004, post artwork and blogs about my art and teaching
- Presentation, (2010) *Granted: Grant Writing Presentation*. Norton Museum of Art, West Palm Beach FL. (PBCATA members and guests)

PROFESSIONAL PUBLICATIONS:

- Publication(s), Art Hive Magazine, regular contributor 2012-2019 available to view on-line via www.arthivemagazine.com, individual links to my articles and interviews available upon request. Article topics include interviews, DIY tutorials, local art happenings and art motivation
- Publication, Gironda, J.L. (2009). *Second Grade Textile Curriculum based on an Independent Study with Christine Zoller, Area Coordinator*. East Carolina University Textiles students, Greenville, NC

PROFESSIONAL PUBLICATIONS, cont'd:

- Publication, Gironda, J.L. (2008). *K-2 Clay Curriculum based on an Independent Study with Seo Eo Professor of Ceramics*

SCHOLARLY AND PROFESSIONAL MEMBERSHIPS:

- Florida Art Education Association Member (FAEA), 2009-, Youth Art Month Chair (2011-2013) Student Chapter Coordinator (2011), current member, Advocacy Committee
- National Art Education Association Review Board, 2011- 2013
- Palm Beach County Art Teacher's Association, 2009-current, Secretary 2010-2011
- Surface Design Association Member, 2011-2015, Grant Writing Committee (2012)
- Martin County Arts Council, member/artist, 2009-2010
- North Carolina Association of Educators (NCAE), Member, 2008
- North Carolina Art Education Association (NCAEA), Member 1999-2003, 2008, Student Division President, 1999-2001, Board of Directors, 1999- 2003, Youth Art Month Chair 2003
- National Art Education Association (NAEA), Member 1999-2003, 2008
- Member, Artist's League of the Sandhills, Southern Pines, NC, 2005
- North Carolina Cheerleading Coaches Association (NCCCA), Member, 2003-2008, Board of Directors, Regional Representative, Webmaster, www.nccca.net

SCHOOL / LOCAL SERVICE:

- Partnership teacher for an elementary art intern from the University of North Carolina at Wilmington/New Hanover County Schools (2021-2022)
- Worked closely with Best Foot Forward to service foster care students placed at Lake Worth HS
- Palm Beach Gardens High School, Volunteer to Cheerleading Program (2010-2011)
- Clinical Teacher, 2008-09, East Carolina University/Pitt County Schools
- ECU School of Art and Design, Distance Education Committee, Graduate Representative, 2008
- Graduate Representative, Search committee for Art Education/Distance Ed (SOAD), ECU, 07-08
- Council for Teacher Education, Graduate Representative, East Carolina University, 2008
- Teacher's Executive Institute Steering Committee, Pitt County Schools, 2008

ART EXHIBITS AND INVOLVEMENT:

- *Upcoming, solo show at the Boca Library, Spanish River location, spring/summer 2023*
- *Upcoming, solo show at Palm Beach State College Eissey Campus Theatre Lobby, spring/summer 2023*
- *Upcoming, featured artist/show at Zero Empty Spaces, Palm Beach Gardens, Spring 2023*
- 'With Love' exhibition, Jupiter Community Center, February 2023
- 'Artspeak: Beyond Words PBCATA group exhibition, February-March 2023
- Continuum Juried show, 2022
- Studio space at Zero Empty Spaces, Palm Beach Gardens, January 2023-current
- Solo show, Palm Beach State College Eissey Campus Theatre Lobby, September-October 2022
- Visiting Artist at East Carolina School of Art, March 2022, activities included hands on workshop for pre-service teachers, art exhibit of my work and artist talk
- Artwork chosen for Billboard in Leland, NC (March 2022)
- Wilmington Art Association, juried member show at ACES Gallery (February-March 2022)
- Bellamy Mansion Community Art Show, juried (February-March 2022)
- Cameron Art Museum instructor, fashion-related classes 2021-2022
- Wilmington, NC- Ongoing Display at Port City Java, downtown Wilmington, Bellamy Mansion show, Art for All show, Brooklyn Arts Center

ART EXHIBITS AND INVOLVEMENT, cont'd:

- Personal fundraiser to benefit Hurricane Dorian victims, raised over \$1200 for the National Association of the Bahamas by selling over hand sewn hearts to donors in CA, FL, GA, KY, MA, NC, NY, TN, TX, and VA. This led to an additional service-learning project with my students; they created almost 100 hand stitched hearts the were sent directly to the Bahamas
- Led a service-learning project involving art and band classes and staff member creating over 500 hearts for Marjory Stoneman Douglass High School in response to the shooting in 2018. Hearts were handstitched fabric, paper, clay, and wood. Partnered with colleague to create pencil portraits of each of the victims, delivered with the hearts to be given to the families
- Solo shows at local venues in South Florida (Cultural Council of Palm Beach, Harold's Coffee, Dada Delray, Common Grounds Coffee) and North Carolina (Bell Tree Tavern, various hotel shows)
- Art Representation, Gallery 2014 in Hollywood, FL and ArtSea Living, Delray Beach FL- works for sale
- Retrospective Show, Dec 2016, City of Sunrise Civic Center, exhibited selected daily works from 2012-2016, over sixty works on display
- Various group shows including Green Room Artist, Art Nouveau Events at Respectable Street, Old School Square, Sugar Sand Park, Armory, Palm Beach State College, Clay Glass Metal Stone Gallery
- Gallery Representation, Artists Gallery of Southern Pines (formerly Artists Alley), Southern Pines NC
- Pitt County Schools, Rock the Bus Exhibit, Emerge Gallery, 2009
- Graduate Textiles Show, Greenville Museum of Art, 2009
- Graduate Project Show-featuring student artwork, Greenville Museum of Art, 2009
- The Sketchbook Project, exhibit in several US cities, 2009
- Tiny Art Show, Emerge Gallery, 2009
- Graduate Artists' Forum (GAF) Exhibit, Emerge Gallery, 2009
- Joyner Library Graduate Exhibit, East Carolina University, 2008
- Rock the Bus Educator Exhibit, Emerge Gallery, Pitt County Schools, 2008
- Gallery Representation, Artist's Emporium Gallery, Savannah, GA, 2005-2007
- Gallery Representation, Jump and Shout (JAS), Burlington, NC, 2005-2007
- Emerge Gallery, Tiny Art Show, 2003-2005
- Emerge Gallery, Barbie Show, 2003-2005
- Meredith College Educator Exhibition, 2004
- Tulsa-Stained Glass Design Contest, Grand Prize Winner, 2003
- Designs for Jump and Shout and Servant's Heart, 2004-2005

PRESS:

- [February 2023, VoyageMIA](#)
- [January 2022, Wilma magazine](#)
- [September 2018 Voyage MIA](#)
- [May 2017, The Pilot](#)
- [Winter 2016, Art Hive Magazine](#)
- [February 2015, Rickie Report](#)

CONTACT INFORMATION:

Email: jenniferlovegironda@gmail.com

Cell: 919-637-9137

Web: www.jenniferlovegironda.com

Instagram: [@artbyjlg](#)

Facebook: [Jennifer Love Gironda- Art](#)

ORDINANCE NO. 2022-016
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE", ARTICLE 811 ENTITLED "PUBLIC ART PROGRAM," BY CREATING SECTION 811-130, ENTITLED "PUBLIC ART ADVISORY BOARD," AND BY REMOVING ALL REFERENCE IN SECTIONS 811-20 AND 811-30 TO THE CREATIVE ARTS COUNCIL ADVISORY BOARD ("CACAB") AS THE CACAB HAS BEEN DISSOLVED; PROVIDING FOR THE APPOINTMENT AND TERMS OF MEMBERS, AS WELL AS DUTIES AND RESPONSIBILITIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is advisable to create a Public Art Advisory Board to assist the City on the use of public art funds;

WHEREAS, the City Commission desires to create the Board with the same formality as the Public Art Program was created to ensure transparency and accountability as to any expenditure of funds under the Public Art Program;

WHEREAS, the City Commission wished to implement the recommendations identified in the adopted Dania Beach Public Art Plan on June 22, 2021, by Resolution number 2021-085;

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

Section 1. That Article 811 entitled the "Public Art Program," is amended to create the Public Art Program, at Section 811-130, which states:

ARTICLE 811. PUBLIC ART PROGRAM

Sec. 811-20. Definitions.

For the purposes of this section, the following words and phrases shall have the following meanings:

Building means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, or property.

~~*Creative Arts Council Advisory Board ("CACAB")*, or other body as approved by the City Commission, means an entity appointed by the City Commission to help administer the public art program and make recommendations to the City Commission regarding acquisition of public art to fulfill the requirements of this article.~~

Public art plan shall mean a plan adopted by the City Commission, pursuant to a recommendation by the Public Art Advisory Board CACAB, or other body as appointed by the City Commission, which shall identify locations for public art and establish a priority order to the City Commission, and which shall be amended from time to time, to ensure a coherent program for acquisition of public art, and program implementation guidelines.

Public Art Advisory Board is the entity appointed by the City Commission to help administer the public art program and to advise the City Commission on all matters regarding the public art program and the public art collection.

* * *

Public place means any exterior area on public or private property within the City which is easily accessible or clearly visible to the general public from adjacent public property such as a street or other public thoroughfare or sidewalk.

Sec. 811-30. Public art plan and implementation guidelines.

- (A) The City Commission shall adopt a public art plan ~~and program guidelines~~. The public art plan and program guidelines shall be reviewed and recommended by the Public Art Advisory Board CACAB, or other body as appointed by the City Commission and shall be adopted by resolution of the City Commission. Amendments to the public art plan and program guidelines shall be reviewed and adopted in the same manner as the initial public art plan and program guidelines.
- (B) The City Commission shall make final decisions for all public art acquisitions in accordance with this article and the public art plan and implementation guidelines. ~~The City Commission shall oversee the public education, and curatorial aspects of the program. The City Commission shall have authorization for each acquisition.~~

* * *

Sec. 811-130. Public Art Advisory Board

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

- (A) Membership. The Board shall be composed of the following members:
- (i) Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.
 - (ii) Three (3) city residents with a strong interest shall have relatable experience and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For

the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board.

(iii) Each of the members may be appointed by any City Commissioner. That the City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.

(iv) The City Commission shall vote on the selection of each member. The required quorum shall consist of four members.

(B) Meetings. If any member fails to attend three (3) meetings shall automatically be removed from the board, and the City Commission shall promptly fill that vacancy. Board meets a minimum of four (4) times per year but may meet more frequently as needed.

(C) Conflict of interest. If any member of the Board shall find that his private or personal interests are involved in the matter coming before the Board, he shall disqualify himself from all participation in that matter. No member of the Board shall have his or her work of art considered or approved by the Board during their term of service on the Board or for one-year thereafter.

(D) Duties. The board shall review and propose artwork items to be acquired under the City public art program. The board shall issue a recommendation to the City Commission for all artwork program acquisitions in accordance with this division. The board shall oversee the public education, and curatorial aspects of the program. The City Manager, or his/her designee shall provide support to the City-designated Public Art Consultant and Board. City Manager, or designee, shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the City Commission. The board shall screen submissions and will recommend to the City Commission for final authorization for each acquisition not more than three possible selections, which may be existing works of art or new works or art or new commissions. That the duties and responsibilities of such Board shall be to:

(i) Review and assist with defining the scope of collections for the City's Public Art Collection;

(ii) Review applications from private developers submitted to meet the City's requirement for public art;

(iii) Collaborate with the City Manager on the development of the Annual Public Art Plan;

(iv) Recommend approval of the Annual Public Art Plan to City Commission;

(v) One member will chair Artist Selection Panel meetings for each project and communicate Panel recommendations;

(vi) Review the Public Art Plan as needed;

(vii) Maintain current knowledge of developments and issues in the visual arts and public art;

(viii) Attend dedication ceremonies for new public art projects;

(ix) Participate in community engagement activities for public art;

(x) Ensure that public art is placed in all sectors of the City.

Section 2. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

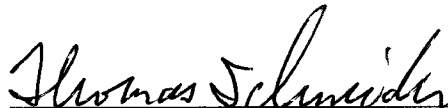
Section 3. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective immediately at adoption on second reading.

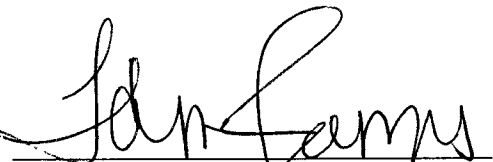
PASSED on first reading on March 22, 2022.

PASSED AND ADOPTED on second reading on April 26, 2022.

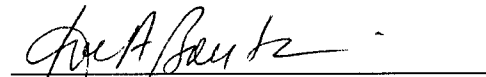
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


EVE A. BOUTSIS
CITY ATTORNEY