



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 25, 2024 - 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. *Festival Viva Argentina - Special Event Application - Parks and Recreation*
2. *Request for Approval - Proclamation - Parks and Recreation Month - July 2024 - Sponsored by Commissioner James*
3. *Update on Noise Code Ordinance - Candido Sosa-Cruz, Deputy City Manager*
4. **PROCLAMATIONS: None.**

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - July 9, 2024 CRA Board Meeting - 5:00 p.m.
 - July 9, 2024 City Commission Meeting - 7:00 p.m.
 - August 27, 2024 CRA Board Meeting - 5:00 p.m.
 - August 27, 2024 City Commission Meeting - 7:00 p.m.

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:
 - May 28, 2024 City Commission Meeting
 - June 11, 2024 City Commission Meeting
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

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, THE BROWARD COUNTY SCHOOL BOARD, AND CITY OF DANIA BEACH FOR AN

INTERLOCAL AGREEMENT EDUCATIONAL MITIGATION AGREEMENT DUE TO THE APPROVAL OF THE REGIONAL ACTIVITY CENTER (RAC) UNIT EXPANSION UNDER LAND USE PLAN AMENDMENT PCT 22-07, RATIFYING EDUCATIONAL MITIGATION AGREEMENTS RELATED TO PC 03-6 AND PC 09-5; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (*Community Development*)

4. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING FOR BUS STOP SHELTER ADVERTISING, MAINTENANCE AND REPAIR SERVICES UTILIZING FLORIDA STATUTE 337.408 ENTITLED “REGULATION OF BUS STOPS, BENCHES, TRANSIT SHELTERS, STREETLIGHTS POLES, WASTE DISPOSAL RECEPTACLES, AND MODULAR NEWS RACK WITHIN RIGHT-OF-WAY” AND TO ENTER INTO AN AGREEMENT WITH INSITE MARTIN STREET ADS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND WESTREC SMI OPCO LLC (“WESTREC”) EXTENDING PIER CONCESSION MANAGEMENT SERVICES ON A MONTH-TO-MONTH BASIS FOR A MAXIMUM OF NINETY (90) DAYS, UNDER THE EXISTING PRICING, TERMS, AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE (*Parks & Recreation*)

6. RESOLUTION NO. 2024-_____

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 FOR THE CONSTRUCTION OF SW 1ST AVENUE/NORTHWEST 1ST AVENUE COMPLETE STREETS PROJECT ALONG SOUTHWEST 1ST AVENUE/NORTHWEST 1ST AVENUE FROM NORTHWEST 3RD STREET TO STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

7. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (“MMOA”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PURPOSE OF THE CITY TO MAINTAIN THE A1A RIGHT OF WAY FROM US-1/SR-5 TO GULFSTREAM ROAD (SEAVIEW I); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

8. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT (“AGREEMENT”) WITH DANIA BEACH RENTALS LLC, (“THE DEVELOPER”) FOR THE PURPOSE OF THE DEVELOPER TO MAINTAIN THE A1A RIGHT OF WAY FROM US-1/SR-5 TO GULF STREAM ROAD (SEA VIEW I); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. RESOLUTION NO. 2024-_____

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 DIVISION OF EMERGENCY MANAGEMENT FOR THE CONSTRUCTION OF THE SOUTHEAST DRAINAGE RETROFIT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS: None.

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. *(ITEM TO BE CONTINUED TO JULY 9, 2024 COMMISSION MEETING)*

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-025-22MOD), SUBMITTED BY FIRST DANIA BEACH LLC, FOR PROPERTY LOCATED AT 46 SW 1ST AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS” AT PART 1. ENTITLED “USE REGULATIONS”, ARTICLE 105 ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”; AT SECTION 105-90, ENTITLED “OUTDOOR STORAGE CONTAINERS”, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27, “WATER AND SEWER”, ARTICLE VI, “STORMWATER UTILITY”; AT SECTION 27-304, ENTITLED “STORMWATER ASSESSMENTS AUTHORIZATION”, OF THE CITY CODE OF ORDINANCES TO AUTHORIZE THE CITY TO ADMINISTRATIVELY ALLOW THE CITY TO MODIFY AND EQUITABLY ASSESS STORMWATER UTILITY CHARGES, AFTER REVIEW OF THE ASSESSMENT ROLL, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13 ENTITLED “HEALTH AND SANITATION”, AT SECTION 13-21 ENTITLED “DEFINITIONS” TO PROVIDE FURTHER CLARITY TO THE DEFINITION OF NUISANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Attorney*)

13. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE PUBLIC ART INSTALLATION REQUEST MADE BY THE PROPERTY OWNER

FIRST DANIA BEACH LLC FOR 101 DANIA APARTMENTS, TO BE LOCATED AT 101 SW 1ST AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

14. APPOINTMENTS: None.

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 Parks & Recreation Memorandum

DATE: 6/25/2024

TO: Mayor and Commissioners

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

VIA: Tyrone Cornileus / Event Liaison / Parks & Recreation

SUBJECT: Special Events Application Request from Florida Marketplace Group for Festival Viva Argentina (7/9/2024)

Request:

A Special Event application on behalf of the Florida Marketplace Group to host the Festival Viva Argentina at the Casino @ Dania Beach on July 9, 2024, from 3:00 pm- 11:00 pm.

Background:

The requested event is proposed to be held in the parking lot of the Casino @ Dania Beach (301 E Dania Beach Blvd, Dania Beach, FL 33004). The event is scheduled for July 9, 2024, from 3:00 pm to 11:00 pm. The applicant will obtain all necessary permits and abide by all applicable city codes. The expected maximum attendance is 500-1000 patrons. The event consists of food trucks, food vendors, and music.

Budgetary Impact

The special events application fee is \$300.

Recommendation

The Parks and Recreation Department is recommending that the City Commission approve the special events application request with the conditions noted.

Department Review:	Comments:
BSO Fire: Fire Prevention	This event will require permits and inspection. BSO Fire & Rescue Event Application submitted
Building Official	Electric and building (stage) permits required
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	Must submit a site layout showing food trucks and cooking vendor placement. Must abide by requirements that all food trucks and cooking vendors be 10ft apart from one another
HR / Risk Mgmt-	No issues
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues

CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

PART II: APPLICANT

Organization Name Festival Viva Argentina, LLC **Name of Authorized Signatory** Diego Caiola
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 9825 NE 2nd Ave **City, State, Zip:** Miami Shores, FL 33152

Date of registration: 4/2/2024 **State registered in:** FL **Federal ID #** 99-2358599

Email Address: festivalvivaargentina@gmail.com **Phone:** 7865065588

Event Coordinator Name Diego Caiola **Phone:** 7865065588

Title: Event Director **Phone:** 7865065588 **Cell:** _____

Email address: festivalvivaargentina@gmail.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.)

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) # 4 Gas Grill(s) # 2 Charcoal Grill(s) # 2 Smoker Grill(s) # ____
Grease Fryer(s) # ____ Oven(s) # 4 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.):

DJ, fun event music, background music.

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

Speakers.

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

Days and times music will be played: 7/9, 3p-8p

How close is the event to the nearest residence? Not close, at casino parking lot
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

Date(s) of Closure None Time(s) of Closure None
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 Dania Casino 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 Dania Casino Security 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? 10x10 30-40

Company Name Florida MarketPlace Group LLC Contact Diego Caiola Phone 7865033956

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

Toilets ____ Yes ☒ No

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

Transportation Plan ____ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

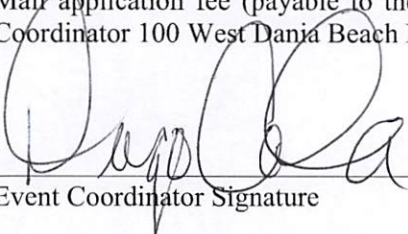
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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


Event Coordinator Signature

5/28/2024

Date



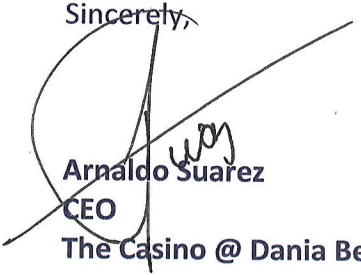
April 9, 2024

**City of Dania Beach
Permitting Office Supervisor**

RE: Festival Viva Argentina – Florida Marketplace Group

Please accept this letter as consent and authorization for the use of the west section of our Parking Lot for the use of the "Festival Viva Argentina" hosted by **The Florida Market Group LLC** on Tuesday July 9 2024.

Sincerely,



**Arnaldo Suarez
CEO**

The Casino @ Dania Beach

PARRILLADA
VILLAGE

SEATING
AREA

S
T
A
G
E

VENDOR
VILLAGE

FOOD
TRUCKS

Festival
COPA AMERICA 2024
Viva Argentina

Layers





CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: June 25, 2024

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

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

Subject: Manager's Report

Our response to the storm that commenced on Wednesday, June 12th, was truly remarkable. A seamless operation and team effort that we continue to fine tune and execute to perfection. Rest assured, we strive to challenge ourselves to raise the bar even higher regarding how we mitigate and resolve the challenges posed by these weather events. The return on our investment in vacuum trucks, pumps, high water vehicles, and city personnel speaks for itself in the timeliness of our response on our public roads, private building that we committed to address an emergency and lastly, but certainly the most significant, is the over 30 rescues we made via our BSO/ high water vehicles. Kudos and much gratitude to the leadership in Public Services, BSO Law Enforcement/ Fire, Community Development, Parks and Recreation our Marketing and Communications Team, and all of you who reached out to us as well as our residents who served to inform us of trouble spots in all areas of our City.

We received the long-awaited agreement from the Florida Department of Emergency Management for the SE Drainage project. This was the last hurdle we needed to clear to move forward. We held our preconstruction meeting on June 12th. As I write this report, the team is working fervently together to get the item on the agenda for this last meeting in June; one meeting ahead of the scheduled July meeting. We look forward to putting a shovel in the ground next month!

Our efforts in Tallahassee yielded one million two hundred and twenty-five dollars, and we went 4 for 4 as all the projects we submitted were funded! Relationships matter, as does

being proactive. Our advantage is ensuring we go to Tallahassee early, our projects are designed, permitted and we match at 50% what we seek to receive from the State. Additionally, we meet with our local Senator Pizzo and local State Representative Cassel, however we also meet with key members outside our district such as incoming Speaker of the House Representative Perez and Senator Rodriguez as well as the office of our Lt. Governor Nunez. The Team from the office of Ron Book is truly amazing, Rana, Gabi, Kelly and Ron Book. The following are the projects funded this year:

- 1) SW 34th Terrace Drainage @ \$500k.
- 2) Lift Station 11 @ \$275k.
- 3) Drainage Outfall Valve Retrofit @ \$250k.
- 4) FRDAP Chester Byrd Park Improvements @ \$200k

The \$1 million-dollar SW 52nd Terrace project that resulted from one of last year's State funded projects at \$500k will commence construction at the end of July. The project area covers the length of 52nd from SR 7 East to 40th Ave.

The above mentioned 34th Terrace project is also a \$1 million plus project! The next step will be executing a grant agreement once received from the State.

Our \$1 million-dollar (fully funded via grant) storm drainage master plan (the City's 1st) will be completed this fall. This project is of much significance as it covers our entire City, and the full range of our storm water strategy can be executed.

We have available 2,000 prepackaged sandbags and as I write this memo, we are preparing for our sandbag distribution on Thursday, July 20th. All our pre-hurricane preparations are complete.

Our 1st CORE Conversations gathering occurred at Meadowbrook this past Tuesday, June 18th. We had 20 City Team members present representing 8 departments/divisions and approximately 25-30 residents who came to the event. After a brief introduction and update from my team and I, it was all about the "Q & A" with our residents. Our next CORE Conversations gathering will take place at PJ Meli Park (2901 SW 52nd street) on Tuesday, July 16th at 6:00 p.m.

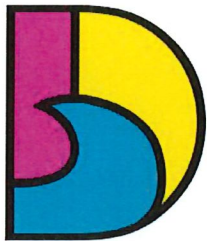
On Thursday, June 20th, our Nyberg Swanson project will be heard before the Broward County Historical Preservation Board, which is the last phase to commence construction. We are still on target to finish the project before the end of the calendar year.

The EOC building is in design mode (with grant funding monies) we look forward to bringing you a draft by this August. CW Thomas is in full construction mode. Director Waren was able to reach an agreement with Collins Elementary for the usage of their field for summer camp. PJ Meli design bid is out with a closing date of July 18th. We look forward to bringing you a contract for your approval sometime in August/ September.

We are working closely with 3 Sons Brewery, a local brewery here in Dania Beach. They will be blending a special beer in honor of our 120th Anniversary that will be unveiled at Oktoberfest. Cassi will be providing the details as they want our City Commission, City Manager and Parks and Recreation Director along with other team members to participate in the brewing process. This is very exciting, and they are seeking your approval of our City's 120th logo for the Dania Beach special anniversary edition beer!

We are fine tuning what we expect to be our 4th consecutive award winning (draft) budget to submit to you by the end of July, and after your break we will begin the one-on-one meetings with all of you to prepare the final budget document for our September hearings.

The length of this Manager's report represents the magnitude of what our City Team is accomplishing Citywide for our community. Grateful to our entire Team and to all of you for your ongoing support!



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CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 25, 2024

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Eleanor Norena, CFM, Community Development Director 

RE: Manager's Monthly Report –May 2024 – Community Development Department

The following is a summary of Community Development Department activity during the month of May 2024.

Community Development Special Projects:

Development Projects Map. The Development Map provided on the City's website has been updated with the assistance of the Department's GIS consultants. This map shows the location of recent site plans that have been approved along with the current stage of development and a story board showing an image of each project as well as a project description. The City received an innovation and technologies award for this map the Florida Planning and Zoning Association annual conference.

Building Division:

The Building Department reviewed and issued 228 building permits and conducted 1,365 inspections. The Department issued one mobile home Certificate of Occupancy.

Planning and Zoning Division:

SP-023-24 CENTRAL PAW SITE PLAN: This site plan is for the construction of a 3,255 sq. ft. doggie daycare. This project is currently in DRC review.

Miscellaneous Zoning Activities:

The Zoning Division processed 39 new Certificates of Use applications for new businesses in the City for the month of May.

The Zoning Division processed, inspected, and approved four (4) new Vacation Rental Certificates and issued zero renewals of existing operating Vacation Rentals for the month of May.

Code Compliance Division:

Code Compliance staff continue to monitor the City Downtown City Center focusing on blite, graffiti, illegal signage, and dumpster enclosures.

A total of 66 complaints were submitted this month into the City's Ask Dania Beach App and were inspected by Code staff.

Code continues to work with Public Services to address bulk trash and nuisances' issues throughout the City. A total of 28 code actions were issued this month.

The Code team works with BSO to enforce noise violations and address homeless issues.

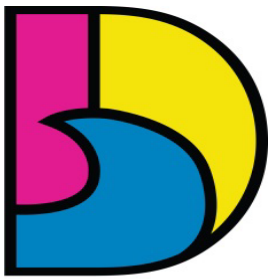
Code received nine complaints in the month of May: please see log below:

Date	Address	Type of Noise	Code Officer	Resolution
5/3/2024	330 SE 11 Ter	Using leaf blower at 6am causing them to wake up early	Christina Caserta	Spoke with management office asking them to start later in morning and they agreed. No further action taken.
5/5/2024	121 NE 2 Ave	Loud Music	Christina Caserta	BSO police report - Irreparable Violation; Scheduled for Special Magistrate on 6/20/2024
5/5/2024	2051 Griffin Rd	Loud Music	N/A	BSO responded – Property has a special permit allowing amplified noise until 10pm. Complaint came in at 8:10pm.
5/6/2024	402 SE 5 St	Loud Music	Christina Caserta	BSO police report – Cited as Irreparable Violation; Scheduled for Special Magistrate on 6/20/2024
5/10/2024	5201 SW 40 Ave	Loud Music from Construction Crew	Ricky Ali	Unfounded; monitoring for violation.
5/21/2024	5021 SW 29 Ter	Carr carrier at property. Makes a lot of noise. The engine is very strong, the earth is shaking, my house is shaking and car carrier repairing.	Windy Damis	Unfounded at time of inspection; monitoring for violation.
5/28/2024	2797 SW 46 St	The police have already come several times alerted by the	Michelle Shahryar	BSO didn't substantiate the noise violation, however property was

		noise and nuisance produced by the people renting that property.		cited for the rental being less than 5 days. Scheduled for Special Magistrate on 6/20/2024.
5/28/2024	402 SE 5 St	Becoming excessively loud with music and partying	Christina Caserta	BSO police report – Cited as Irreparable Violation; Scheduled for Special Magistrate on 6/20/2024
5/29/2024	627 E Dania Beach Blvd	SeaView had great amount of noise up until 1am on 5/27/2024	Barbara Urow	Spoke with complainant; they advised they didn't contact BSO. I advised if noise occurs again to contact BSO for the report so code can take action on it.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking, and noise violations.
- Staff reported four violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff is continuing to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 763 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: June 17, 2024

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Linda Gonzalez, SPHR, SHRM-SCP – Chief Human Resources Officer *LG*

RE: Human Resources and Risk Management Report

The following is a summary of Human Resources and Risk Management activities for the last month.

Open Recruitment (11)

- Recreation Assistant O/C
- Beach Lifeguards PT (2)
- Park Custodian
- Recreation Assistant PT (3)
- Recreation Coordinator
- Business Attraction Manager
- Cemetery Assistant
- Beach Ranger

Interview/Offer Process (2)

- Accounting Specialist
- Records Specialist

Background Process (9)

- Summer Camp Counselors (4)
- Summer Camp Site Supervisor
- Planner
- Planning Associate
- Water Treatment Plant Operator
- Equipment Operator- Beam Team

Recent Hires/Status Changes (7)

- Recreation Programs Manager
- Events Coordinator
- Recreation Leader
- Summer Camp Counselors (2)
- Equipment Operator- Beam Team
- Controller

Training and Development

On Wednesday, May 15, we hosted two Health and Safety sessions, with Paola Rojas, our designated City health coach from UHC. The focus for these sessions was mental health and emotional wellbeing. These sessions provided our team members with tools to discover the signs and symptoms of changes in mental health, how to manage them, and how to locate professional assistance when deemed necessary.

On Thursday, May 16, and May 23, we partnered with our IT department and Florida International University (FIU) to host two mandatory Cybersecurity and Leadership Strategy Training Sessions. These mandatory sessions provided Cybersecurity specific training for local governments. The presenters incorporated real-world scenarios and strategies, challenging all participants to identify critical threats and prepare them to formulate effective policies and response strategies. The focus was the implications and requirements of the 2022 Local Government Cybersecurity Act (Florida Statute Section 282.3185), which is essential for our compliance and security posture. These sessions were presented by FIU faculty and staff members (Mike Asencio, Program Director for Cybersecurity, and Adonis Sardinias, Adjunct Professor for Cybersecurity). The feedback received was very positive from both sessions.

On June 5, we held two sessions “How to Balance Priorities and Manage Multiple Projects with our professional trainer, David Alba. On the same day we also held mandatory Advanced Customer Service training for new hires. The feedback for both sessions was fantastic!

On Thursday, June 6, we partnered with Broward Sheriff’s Office (BSO) and hosted our annual “Stop the Bleed and Hand-only CPR Training. This year the focus was on “Hand-only CPR and how important it is to know how to react during a life-threatening situation. We offered four (4) different sessions to choose from and a total of thirty (30) team members attended. These sessions count towards fulfilling the Safety Day requirement for all full-time employees.

As part of our Leadership Development Program, we have scheduled three (3) recently promoted team members to attend an in-person training on “Transitioning to Supervisor.” Wednesday, July 17. This training is designed for team members to successfully adjust to new duties in a leadership role, such as building trust, communication skills, and shifting focus from staff member to supervisor.

Team Member Events

On June 20, we will be hosting our quarterly “Bring your Dog to Work Day”. We are also in the planning phase of “National Ice Cream Day” celebration which is scheduled for July 18 for all team members.

Risk Management, Wellness and Safety

On May 28, we met with the management team and reviewed several updates made to the Personnel Policy Manual (PPM). We also took the opportunity to remind the teams of the importance of adhering to policies in the PPM and being consistent with its application.

On June 4, we held a Certificate of Insurance (COI) Insurance training program, with several administrative departments. The session was conducted by Michelle Martin, SVP Brown and Brown. This was an important session as there has been a tremendous increase in COIs being processed due to the new City events program. This was a refresher for those whose departments that previously attended and for new team members who now have the responsibility for ensuring that the COI requirements are in place.

Our second “Thriving Thursdays” wellness session scheduled June 13, was canceled due to closure at City Hall. The next session is scheduled so that planned five (5) sessions will occur.

We are preparing for our second quarterly Health and Safety Committee Meeting to be held on June 25.

Compensation and Benefits

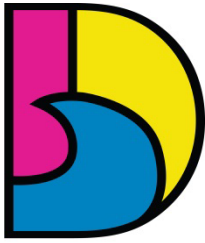
We negotiated another reduction in the cost of health insurance for 2024! This represents four years of reductions to our health insurance premiums and a fifth year of no increase to the premiums. This is remarkable in that this is not only the multiple reductions to health insurance premiums, but we have maintained the exact same plan design and benefits for all of our team members. We have proposed a new mental health benefit that is going to the July Commission meeting.

We are currently reviewing data received from the annual (Public Employers Personnel Information Exchange) PEPiE statewide municipal salary survey and salary data from a national salary database. This information will be used to analyze our current pay plan to determine salary competitiveness, which we review on an annual basis.

Continuous Improvement Projects

We are in the final stages of our project with our IT partners:

- Bulk Upload of documents into Laserfiche – Working with vendor to finalize name recognition format. This will provide for automated signature and document filing for policy and communication update.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: June 17, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Cassi Warren, CPRP, Parks & Recreation Director
SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – Demolition of the necessary items is complete, and construction has begun. Burkhardt Construction has provided a build timeline with a completion date of December 2025.
- IT Parker – Renovations have begun. Vercetti has provided a completion date of September 2024, and they are currently on track to meet that deadline.
- Mullikin Park – Kimley-Horn is wrapping up the design to go out for bid for construction in June/July 2024.
- Olsen Middle School – City Commission and the school board have approved the amended agreement. Staff is working with procurement to put out the RFQ for the Design Services of the project in June/July 2024.
- Chester Byrd Park – staff has submitted the FRDAP grant application for funding of Chester Byrd Park.
- PJ Meli Park – The RFQ for Design Services is scheduled to go out for bid June 18, 2024, closing July 18, 2024.

The Juneteenth event that was scheduled for Saturday, June 15th at Frost Park was cancelled due to the uncharacteristic rains received the week leading into the event. These rains saturated the fields and therefore would not allow for vendors to load in and out without ruining the conditions of the field.

Ocean Rescue has been busy preparing for the summer. Starting Memorial Day weekend, lifeguards on towers were extended until 6pm on Fridays, Saturdays, Sundays and holidays. These extended hours on the weekends and holidays will remain in effect through Labor Day weekend and will become a yearly thing.

Junior Lifeguards Tests were conducted on May 4th and May 5th at PJ Meli Pool with the first session kicking off the week of June 17th. The Junior Lifeguards will be competing in three tournaments this year against other junior lifeguard teams. There are 175 program participants registered.

Ocean Rescue Report:

- Rescues – 4 rescues, 5 victims
- Medical – 3
- Law Enforcement Calls – 4
- Missing Persons – 1
- Wildlife or Domestic Rescues – 1

Summer Camp kicked off Monday, June 17th at all three community centers, Frost Park, PJ Meli and CW Thomas Park. All three sites are sold out with 148 campers.

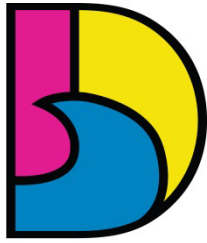
In addition, the Teen Camp, which runs for four weeks beginning July 8th is sold out at 21 teens per week. This camp is free for the teens in the community.

Rising Stars registration is open for all three sites for the next school year. Frost Park's registration is sold out. Spots still remain at PJ Meli Park and CW Thomas Park.

Ongoing programs:

- Summer Camp at CW Thomas Park, Frost Park and PJ Meli Park
- Gracefully Aging at CW Thomas Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Youth Basketball League at CW Thomas Park
- Gaming Club at CW Thomas Park
- Grooving Gourmets at CW Thomas Park
- Senior Bingo at PJ Meli Park
- Adult Kickball at PJ Meli Aquatic Complex
- YAC at PJ Meli Aquatic Complex
- Tot Time at PJ Meli Aquatic Complex
- Karate at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park
- Waterpolo at PJ Meli Park
- Tarpon Soccer at Frost Park
- Football and Cheer at Frost Park (due to CW Thomas construction)
- Kreation Station at Frost Park

Staff are evaluating the current and new programs to ensure we are offering the best programs for our community for all ages. Be on the lookout for new programming rolling out in the next couple of months.



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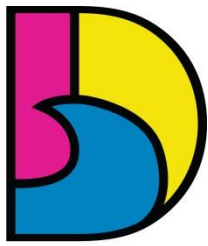
CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: June 17, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

Ongoing Communication

The City's website, social media, and digital signs/TV Channel 78 are continuously updated with relevant, new, and important information. Media support is provided to all City departments and their projects. There is a continuous effort to grow digital communications and engagement by implementing best practices. Below are the latest social media, website, and visual communications including special event activities in the month of May 2024:

- Created promotional materials and marketed the Dania After Dark Taste of Dania Beach event.
- Attended and covered the Dania Beach Born Learning Trail event.
- Set up the new emergency notification system with Everbridge.
- Began the planning phase of new website.
- Welcomed summer college interns.
- Created promotional materials, marketed, and covered the Earth Day Beach Cleanup.
- Attended the FMCA Conference, where the team received an Outstanding Award in the newsletter category.
- Created promotional materials and marketed a variety of recreational activities, programs, and sports.
- Developed concepts, copy, and materials for the spring/summer Pioneer publication.
- Continued coordination with Island Syndicate on the 120th commemorative book.
- Analytics –
 - Email campaigns: 6,526 subscribers, 62% open rate and 5% click through.
 - Facebook: Reach, 113K; New followers, 122; Followers, 9.8K; Post engagement rate, 5.05%
 - Instagram: Profile impressions, 46K; Reach, 30K; Page visits, 1.7K; New Followers, 228; Followers, 6.7K; Post engagement rate, 6.87%
 - X: Followers, 2.7K; Post impressions, 741; Post engagement rate, 4.04%
 - YouTube: Page video views, 975; Subscribers, 526
 - LinkedIn: Followers, 1,105; New Followers, 32; Page views, 399



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 24, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, P.E., Deputy Director/City Engineer
RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – May 24 through June 23, 2024**

Provided below is a summary of the main PSD project activities for roughly the past eight to 10 weeks:

SW 34th Court Drainage Project – This project will significantly mitigate the flooding in this roadway just south of Griffin Road. The project is designed and permitted; however, the State grant funding agreement is pending. Once this is executed, it is expected that the project's bidding process will allow for work to begin in the October – November time frame.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of the park will replace the restrooms adjacent to the sand. That facility will be converted to much-needed storage space for the park's maintenance operation. Design started in June with the work on the facilities expected to begin in the first half of FY25.

Stormwater Master Plan (SWMP) – Chen Moore and Associates has continued the extensive data collection and analysis over the past two months. Their team has been mapping drainage basins, continuing to compile the inventory of existing structures, and employing computer models to conduct the analysis. Two more public workshops are scheduled for June and September, and the information and input received will be incorporated into the consultant's drainage modeling. The SWMP is expected to be substantially complete by late Fall 2024.

SW 52nd Street Drainage Repair – This project is an important second phase of the SW 43rd Terrace project completed roughly three months ago. Drainage pipes, inlets, and swale regrading will be included in the work. The contract award to ATC Engineering was approved on the second May commission meeting's agenda. The pre-construction meeting was held in mid-June, with work expected to begin early July. The project's substantial completion expected by the end of calendar 2024.

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking



path which will include new lighting. The bidding process for the work completed and PSD is in the final stages of contract finalization. The pre-construction meeting was held in early June, with work expected to start by mid-July. Estimated completion will take between 45 to 60 days, depending on availability of the light fixtures.

Citywide Landscape Master Plan – The design for the Griffin Road median sections east of I95 has been recently completed and was presented to the Commission in November. Final approval by the City was provided later that month. This was followed by a final review of the plans draft by PSD staff. Permitting related to contractual requirements from the Florida Department of Transportation (FDOT) has been completed. The item will be on the City's commission agenda in July, to be followed by bidding process and the start of work projected in the August – September time frame. The project is expected to be completed in early 2025.

Nyberg Swanson House Refurbishing Project – Following the approval of the County's Historic Review Board project work began in late June. It will take roughly six months to complete, with projected to be substantially complete by early to mid-November.

SE Drainage Project – The grant application submission received approval from the Florida Division of Emergency Management (FDEM) as well as the Florida Emergency Management Administration (FEMA) in mid-May. Upon receipt of the grant contract from Broward County, PSD will place it on the commission agenda for approval and execution (likely in the second May meeting or the first June meeting). Subsequently, Phase I of the project construction is expected to commence sometime between the latter part of June and early July.

GRANTS

Florida Inland Navigation District (FIND) - The Chappell Group will present the City's application for funding from FIND to design the Griffin Marine Park Ramp and Dock Replacement Project. If awarded, the City will receive \$50,000.

Florida Division of Emergency Management (FDEM) – The PSD submitted the necessary documents in response to the Notice of Funding Opportunity from the FDEM for the FY 2024 Emergency Operations Center Program. The grant is for \$637,195 with a \$212,398 match.



**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**

DATE: June 17, 2024

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

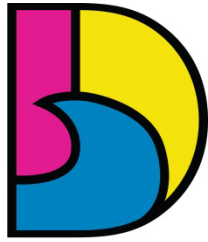
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the May 17, 2024, through June 17, 2024, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting.
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 06/17/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 06/17/2024.
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia. Final Inspection was conducted with site visit on 05/07-9/2024. Truck will be back in service by August 1.
- FPL replaced lines coming into Fire Station 1 due to problem with surges.
- Emergency Operation Center – Reviewed preliminary plans made changes Architect will provide revised plans with in next two weeks.
- SAFER Grant – Waiting on Federal response.
- City Directors meeting – Senior Staff



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO) EXTERNAL MEMORANDUM

- Emergency Coordinating Council meeting 05/01/2024
 - Department Directors Meeting 05/20/2024
 - Emergency Managers Meeting – Tamarac Fire Station 05/29/2024
 - Fire Truck (Quint 17) Inspection with Ten8 representative at City of Miami Detroit Diesel Facility 05/30/2024
 - Broward County Board of Rules and Appeals meeting 06/13/2024
 - High Water Boat project – Boat outfitting project is complete
 - Requisition, on High Rise and Standpipe training device for firefighters purchase order process underway
 - Fire Station 1 Bay Floor Resurfacing, completed.
 - Thermal Imaging Cameras for Crews installed on all Fire Trucks and Rescues
 - Assistant Benjamin Rudbeck retirement – Public Safety Building 06/06/2024
 - Continue to prepare for ISO visit August 13, 2024. Meeting with BSO Team 06/03/2024
-
- **Rain Event Dania Beach 2024 – City Team along with BSO Police and Fire, Response was exemplary!**

Training during this period – ISO Hydrant Testing and Target Hazard reviews by all crews at FS1 and FS17.

Fire Based Company Fire Training NFPA Drill 6 – Initial Scene Operations

EMS Based Company Training – GlideScope – Surgical Airways – Epinephrine review –

Battalion Controlled Training – Basics of Ventilation

First Responder Wellness – Firefighter Resilience - Physical fitness - Nutrition

Ad hoc Training Station Captain Directed – Roof and Ladder Operations

ACLS and BLS – Recertification all personnel ongoing

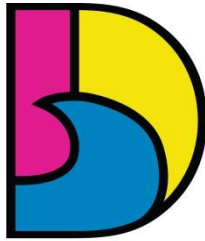
Q17 assisted with Sun-Sentinel Article Effects of Heat Related Emergencies & Firefighter

First There First Care Conference at Hard Rock and Le Meridian Hotels Crew attendance and participation

Community Outreach –

Dania Beach Water Safety Event Firefighters participated along with City Team and DLE

Spring into Car Seat Safety Child Seat Technician Class held at Fire Station 17



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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: June 17th, 2024

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

FROM: Jason Tarala, Captain/Chief - Broward Sheriff's Office

RE: Dania Beach Monthly Memo to City Manager – June 2024

Below are the monthly crime reports for part 1 crimes from 5/9/2024 to 6/14/2024:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 5/9/2024 - 6/14/2024										
Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT	1	2	2	1						6
AGGRAVATED BATTERY		1	3		1	1				6
AUTO THEFT	3	1	3	4	1	3	3	4	2	24
AUTO THEFT - MOTORCYCLE	1	1								2
BURGLARY BUILDING/STRUCTURE						1				1
BURGLARY BUSINESS	1				1					2
BURGLARY CONVEYANCE	4	4	3	5	3	1	1	1	3	25
BURGLARY RESIDENCE		2			1		1			4
ROBBERY	1		1		1				1	4
ROBBERY-CARJACKING	1									1
SEXUAL BATTERY	1				1	1				3
THEFT - ALL OTHER	5	2	6	2	1	2	2	1	3	24
THEFT - BICYCLE		2	1						1	4
THEFT - MOTOR VEHICLE PARTS		2	1	2	2	5		3	1	16
THEFT - RETAIL / SHOPLIFTING		5	14		1	3	1		5	29
Grand Total	18	22	34	14	13	17	8	9	16	151

Monthly Crime Report

151 Incidents

- ♦ All Other Values (1)

Ⓐ AGGRAVATED ASSAULT (6)

Ⓑ AGGRAVATED BATTERY (6)

Ⓐ AUTO THEFT (24)

Ⓜ AUTO THEFT - MOTORCYCLE (2)

Ⓑ BURGLARY BUSINESS (2)

Ⓢ BURGLARY CONVEYANCE (25)

Ⓑ BURGLARY RESIDENCE (4)

Ⓡ ROBBERY (4)

Ⓡ ROBBERY-CARJACKING (1)

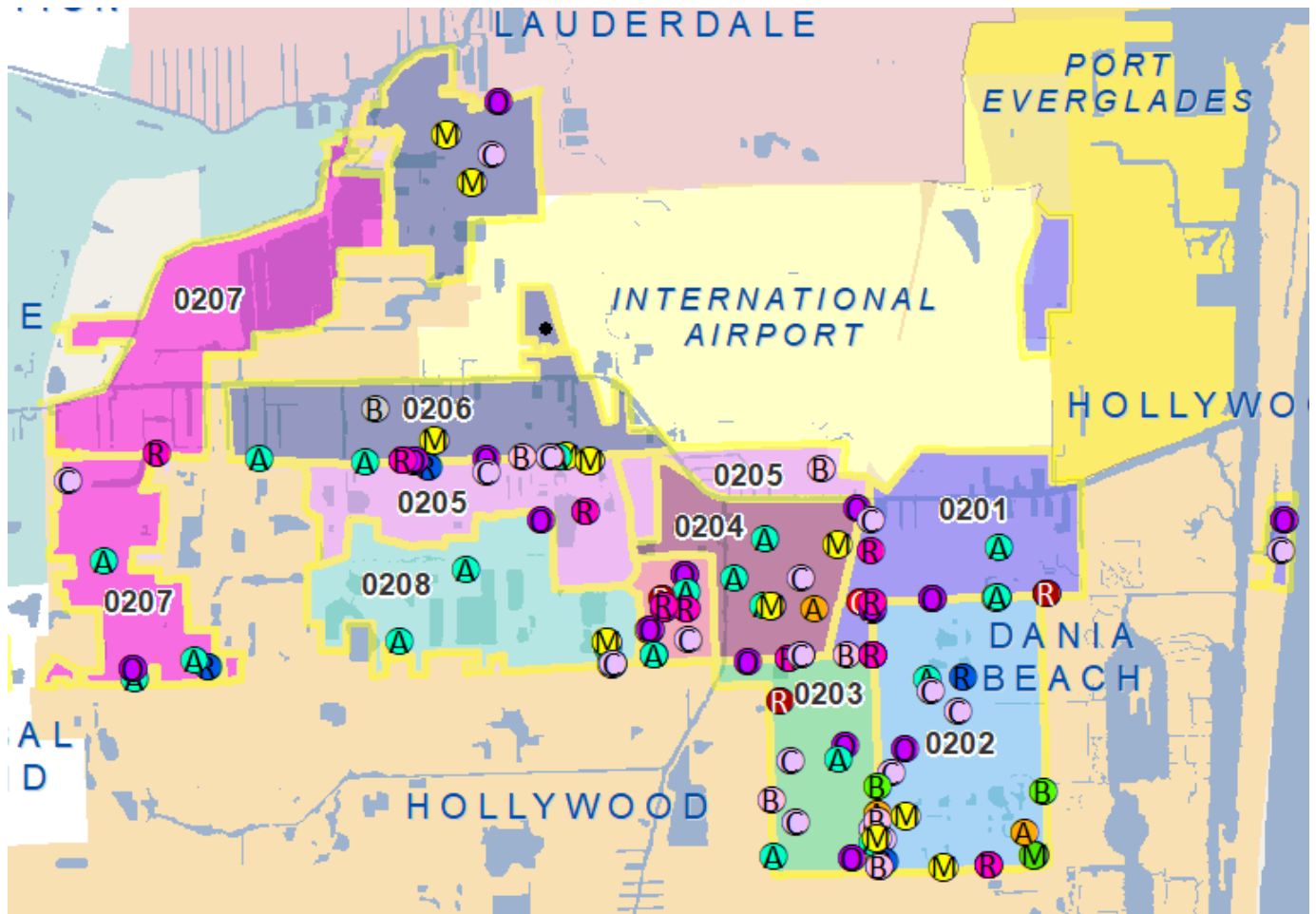
Ⓑ SEXUAL BATTERY (3)

Ⓢ THEFT - ALL OTHER (24)

Ⓑ THEFT - BICYCLE (4)

Ⓜ THEFT - MOTOR VEHICLE PARTS (16)

Ⓡ THEFT - RETAIL / SHOPLIFTING (29)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **increased** mostly caused by an increase in shoplifting and theft of motor vehicle parts.
- Auto thefts **increased about 8%.**
- Burglaries, including residential and vehicle burglaries, **decreased by 11%.**
- 4 robberies were reported this period, an increase from 0 last period.
- Theft of motor vehicle parts more than doubled.
- Retail thefts and shoplifting increased by **61%.**

Total Arrests

5/9/2024 – 6/14/2024
126

- 101 arrests made by Road Patrol
- 16 arrests made by the Crime Suppression Team
- 9 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- Criminal Investigations detectives investigated a report of stolen jewelry worth 285,000. Based on financial records, additional victims were located. A search warrant was served on the suspect's home in Southwest Ranches. The suspect, professionally known as Sean Kingston, and his mother, were arrested and each charged with multiple counts of grand theft over \$100,000, organized scheme to defraud, and criminal use of personal identifying information.
- A stolen vehicle was located in Dania Beach and with the assistance of BSO aviation and K9 the vehicle was recovered, and the suspect was arrested and charged with grand theft of a motor vehicle.
- The suspect battered the victim, resulting in numerous injuries. When the victim tried to call 911, the suspect took their phone and broke it. The suspect was arrested and charged with robbery.
- A burglary occurred to an apartment complex's recreational room. Through investigate means our criminal investigations detectives identified a suspect and charged them accordingly for burglary.

- A residential burglary occurred while the victim was home inside sleeping. The suspect was successfully identified and arrested through investigative means by our criminal investigation detectives.

Proactive Enforcement

Dania Beach Crime Suppression Team detectives focused their efforts on narcotics activity in 208 zone. Multiple drug purchases were completed by undercover detectives and a residential search warrant was executed. A stolen firearm, MDMD, fentanyl, and cocaine were recovered from the home. CST is also continuing with their proactive enforcement reference illegal gatherings, block parties and quality of life issues.

Motors/Commercial Vehicle Enforcement

- Due to the excessive rain and flooding, our new highwater response trucks were utilized on June 12 – 14, to assist and rescue disabled motorists and pedestrians. Its estimated there were around 35 to 40 rescues utilizing the highwater response trucks.
- Enforcement efforts have been focused along SW 53rd Ct and SW 40th Ave.
- Just over 100 citations were issued throughout the city during the last four weeks for numerous traffic infractions.
- Speed trailers are deployed along SW 53 Ct and SE 5 Ave. LPR trailers are also active and deployed.

Homeless Outreach Team

- Deputies investigated a homeless activity complaint from a landlord at 712 SW 10 St. It appears to be an eviction issue between the tenant and her mother. The tenant will allow the mother to live there, until there is an argument, and the mother is thrown out of the house.
- The Homeless Outreach Team is now participating in an internship with road patrol deputies who are temporally detached to the unit for one month to have the opportunity to learn about their mission and how to connect people with the various resources offered.
- Ongoing patrols continue along SW 4 Ave, along the FEC railroad tracks, and all city parks.
- Deputies assisted a homeless citizen by reuniting him with his family in Ohio. The citizen moved to Florida to recover from his drug addiction, but later, found himself homeless with no means to communicate with family or support himself. Deputies provided the citizen with a bus ticket, clean clothing, food, and hygiene products. He was successfully reunited with his brother.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Water Safety Event – May 18th - PJ Meli Park - BSO partnered with City of Dania Beach Parks & Rec to host the first Water Safety Event as we head into summer months. The participants were able to learn about being safe in the pool & ocean from Fire Rescue. They also participated in safety lessons inside the pool with lifeguards.

Driveway Initiative – May 22, 2024 – BSO partnered with Dania Beach Davis Isles resident, Christine Douglas, to host a Driveway Initiative. The event was very well attended, and neighbors got the chance to interact with the BSO command staff and deputies in an informal environment.

CPTED Security Assessment – June 6, 2024 - Met with management staff regarding a CPTED assessment. Emerald Palms is a large development of multiple buildings on the west side of the city. Management was advised that a CPTED is a free service provided by the Broward Sheriff's Office. A CPTED will be completed for the development over the summer to address management's concerns.

Dan Marino Foundation – June 6, 2024 - Met with members of the Dan Marino Foundation to discuss new ways to partner with the autism community within Dania Beach, specifically adults ages 18-40. Several ideas were presented, and we are excited to see what events we can create in the future to continue fostering an inclusive environment with our residents and those that travel into Dania Beach.

Meetings Zoom/In Person

- **May 13, 2024** – Ravenswood Estates HOA Meeting – 7:00pm
- **May 14, 2024** – Estates of Ft Lauderdale Women's Club – 11:00am
- **May 15, 2024** – Dania Beach Woman's Club – 12:00pm
- **May 24, 2024** – Dania Elementary Career Day – 8:00am
- **May 27, 2024** – Memorial Day Remembrance Event – American Legion - 11:00am
- **May 29, 2024** – Markham Park Training – 8:00am – 4:00pm



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
5/9/2024 – 6/14/2024

THERE WERE A TOTAL OF **376** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone		Total
04-ACCIDENTS		17
07-DEAD PERSON		1
08-MISSING PERSON/RUNAWAY		3
10-50 TRAFFIC STOP		6
10-STOLEN VEHICLE		3
13I-SUSPICIOUS INCIDENT/PACKAGE		22
14-INFORMATION		16
20-MENTALLY ILL PERSON		2
21V-BURGLARY VEHICLE/VESSEL		4
22-DISTURBANCE/NUISANCE		14
22N-DISTURBANCE-NOISE COMPLAINT		2
25CF-COMMERCIAL STRUCTURE FIRE		1
30-LARCENY		9
31-ASSAULT		1
38-DOMESTIC DISTURBANCE		1
40-VANDALISM/MALICIOUS MISCHIEF		3
41AR-ROBBERY-ARMED		2
49A-AUDIBLE/INTRUSION ALARM		14
51-TRESPASSING		3
64-LARCENY-AUTO PARTS		1
66-CIVIL MATTER/CUSTODY ISSUE		7
67-MEDICAL		3
68-POLICE SERVICE CALL		199
68WD-WEATHER/DISASTER		3
70AB-ANIMAL BITE		1
72-LOST/FOUND PROPERTY		3
73-TRAFFIC/PARKING COMPLAINT		7
76-AOA (ASSIST OTHER AGENCY)		5
911 HANG UP/DROP OFF		23
Grand Total		376

THERE WERE A TOTAL OF **16** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone		Total
AUTO THEFT		2
BURGLARY CONVEYANCE		3
ROBBERY		1
THEFT - ALL OTHER		3
THEFT - BICYCLE		1
THEFT - MOTOR VEHICLE PARTS		1
THEFT - RETAIL / SHOPLIFTING		5
Grand Total		16

THERE WERE A TOTAL OF 49 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
5/18/2024 8:19:16 PM	1025 SE 2ND AV	0202
5/19/2024 3:23:33 PM	1101 W DANIA BEACH BLVD	0204
6/14/2024 12:21:30 AM	111 SE 1ST ST	0202
5/16/2024 12:18:15 AM	120 N COMPASS WAY	0240
6/3/2024 11:33:33 PM	120 N COMPASS WAY	0240
6/9/2024 10:46:10 PM	1351 W DANIA BEACH BLVD	0204
5/14/2024 12:43:08 AM	150 S BRYAN RD	0204
5/12/2024 8:39:34 AM	180 E DANIA BEACH BLVD	0202
5/11/2024 3:15:30 AM	231 SW 12TH ST	0203
5/18/2024 6:43:37 PM	2413 SW 58TH MNR	0208
5/30/2024 7:49:04 PM	2901 SW 52ND ST	0205
5/26/2024 12:20:16 AM	305 SE 4TH ST	0202
5/16/2024 11:56:48 PM	307 DIXIE HWY	0203
5/31/2024 3:22:24 AM	3125 SW 58TH PL	0208
6/2/2024 10:28:38 PM	3125 SW 58TH PL	0208
5/17/2024 8:55:12 PM	321 SHERIDAN ST	0202
5/19/2024 6:21:00 AM	3265 GRIFFIN RD	0206
5/27/2024 11:53:58 PM	3265 GRIFFIN RD	0206
5/28/2024 1:27:54 AM	3265 GRIFFIN RD	0206
5/12/2024 8:31:36 PM	4 N FEDERAL HWY	0201
6/4/2024 9:13:06 PM	4101 SW 54TH CT	0207

5/20/2024 12:54:26 AM	4406 SW 37TH AV	0207
5/22/2024 1:49:22 AM	4406 SW 37TH AV	0207
5/28/2024 5:40:29 AM	441 SE 10TH ST	0202
6/2/2024 4:31:26 AM	4548 SW 24TH AV	0206
5/11/2024 10:02:38 PM	4551 SW 23RD TER	0206
5/20/2024 1:08:21 AM	4633 SW 28TH AV	0206
5/31/2024 2:07:00 AM	4722 SW 39TH WAY	0207
5/27/2024 5:31:55 PM	4824 SW 45TH AV	0207
5/11/2024 3:33:17 PM	4831 SW 28TH TER	0205
5/12/2024 10:37:23 PM	4900 SW 28TH TER	0205
6/3/2024 9:56:05 PM	4900 SW 28TH TER	0205
5/30/2024 11:34:37 PM	4968 WHISPERING WAY	0205
6/1/2024 10:52:03 PM	5010 SW 29TH WAY	0205
6/4/2024 11:33:11 PM	5160 SW 40TH AV	0207
5/10/2024 9:04:58 AM	5201 SW 31ST AV	0205
6/6/2024 2:52:38 AM	5400 WOODLAND LN	0207
5/30/2024 9:05:54 PM	550 SE 13TH ST	0202
5/10/2024 8:25:28 PM	5512 LAGOON DR	0208
6/6/2024 9:41:54 AM	602 NW 1ST ST	0204
5/16/2024 1:18:37 AM	606 NW 1ST ST	0204
5/26/2024 11:02:54 PM	608 NE 2ND ST	0201
5/27/2024 7:20:04 PM	608 NE 2ND ST	0201

5/23/2024 2:12:09 AM	640 SE 13TH ST	0202
5/23/2024 12:30:19 AM	701 W DANIA BEACH BLVD	0204
5/28/2024 12:11:31 AM	711 SW 10TH ST	0203
6/11/2024 11:07:47 PM	822 NW 6TH AV	0205
6/11/2024 11:57:35 PM	822 NW 6TH AV	0205
6/10/2024 9:07:36 PM	N BRYAN RD / OLD GRIFFIN RD	0204



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

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

FROM : Megan Jelaso Revenue Accountant

DATE: June 3, 2024

SUBJECT: Monthly Business Tax Licensing

Manager,

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



DANIA BEACH
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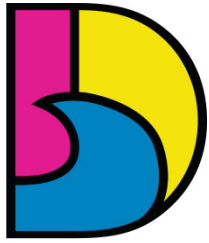
Business Listing Report

Business Start Date 05/01/24 - 05/31/24

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
333 SE 3RD AVE LLC	333 SE 3RD AVE LLC	333 SE 3 AVE, Dania Beach, FL 33004	(646) 441-0851		05/23/2024	
402 SE 5TH ST LLC	402 SE 5TH ST LLC	402 SE 5 ST, Dania Beach, FL 33004	(646) 441-0851		05/23/2024	
5548 SW 28TH TERRACE LLC	5548 SW 28TH TERRACE LLC	5548 SW 28 TER, DANIA BEACH, FL 33312	(516) 581-1359		05/09/2024	
ALTITUDE TRADING INC	ALTITUDE TRADING INC	357-359 PHIPPEN RD, DANIA BEACH, FL 33004	(954) 632-0525		05/29/2024	
CASTELLA JACKSON	CASTELLA JACKSON	215 SW 12 AVE, Dania Beach, FL 33004	(954) 663-6252		05/23/2024	
CILIA BEAUTY	CILIA BEAUTY	1975 STIRLING RD F, DANIA BEACH, FL 33004	(754) 364-5014		05/07/2024	
CN326-15 LLC	CN326-15 LLC	326 SW 15 ST, Dania Beach, FL 33004	(786) 306-2181		05/14/2024	
DAVID & JOAN GORDAN	GORDAN, DAVID & JOAN	500 NE 2 ST # 204, DANIA BEACH, FL 33004	(732) 539-5788		05/30/2024	
FNJ PROPERTIES LLC	FNJ PROPERTIES LLC	243 SW 9 ST, Dania Beach, FL 33004	(954) 328-7337		05/17/2024	
GIL LEVY	GIL LEVY	4228 SW 49 CT, Dania Beach, FL	(954) 292-4948		05/01/2024	
INA MITSKEVICH	INA MITSKEVICH	252 SW 13 ST, Dania Beach, FL 33004	(954) 489-8933		05/01/2024	
JC TINTS SHOP LLC	JC TINTS SHOP LLC	7331 PANAMA STREET, MIRAMAR, FL 33023	(954) 299-6295		05/09/2024	
JOHN FRASER	JOHN FRASER	4265 SW 54 CT, Dania Beach, FL	(954) 325-3453		05/01/2024	
KIY2SHANTI LLC	KIY2SHANTI LLC	150 S BRYAN RD APT 604, DANIA BEACH, FL 33004	(410) 982-4868		05/17/2024	
LEVANA COHEN	LEVANA COHEN	4313 SW 49 ST, Dania Beach, FL 33314	(954) 673-9983		05/08/2024	
MANUEL DIAZ	MANUEL DIAZ	500 NE 2 ST 418, DANIA BEACH, FL 33004	(786) 704-4360		05/01/2024	
OCEAN APARTMENTS CORP	OCEAN APARTMENTS CORP	34 SW 6 AVE, Dania Beach, FL	(786) 413-0017		05/23/2024	
P & P PROPERTY ADMINISTRATION LLC	P & P PROPERTY ADMINISTRATION LLC	1402 SW 2 AVE, Dania Beach, FL 33004	(954) 274-9901		05/09/2024	
QUALITY MARINE GROUP	QUALITY MARINE GROUP	50 S BRYAN RD, DANIA BEACH, FL 33004	(954) 774-4797		05/02/2024	
RAFAEL KERCADO MARTES	KERCADO MARTES, RAFAEL	2854 SW 45 ST, DANIA BEACH, FL 33312	(954) 642-6997		05/29/2024	
SNEZHANA DESYATOVA	SNEZHANA DESYATOVA	500 NE 2 ST 211, DANIA BEACH, FL 33004	(201) 397-9097		05/23/2024	
TAYLOR COACHMAN	TAYLOR COACHMAN	154 NW 14 WAY, Dania Beach, FL 33004	(786) 543-4227		05/08/2024	

Businesses 22



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: June 17, 2024

SUBJECT: Finance Monthly Report –May 2024

Please find attached the month Finance report. Highlights of the report include the following:

Revenues

- Building Fund Revenues
- Pier Revenue
- Beach Parking Revenue
- Marina Revenues
- Commercial Solid Waste Hauler Franchise Fees

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

- Online Credit Card Payments
- Beach Camera Views
- Website Visits by Device
- Commission Meeting Views
- Number of Citywide Phone Calls
- Number of E-Bill Users by Month
- Kiosk collections

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

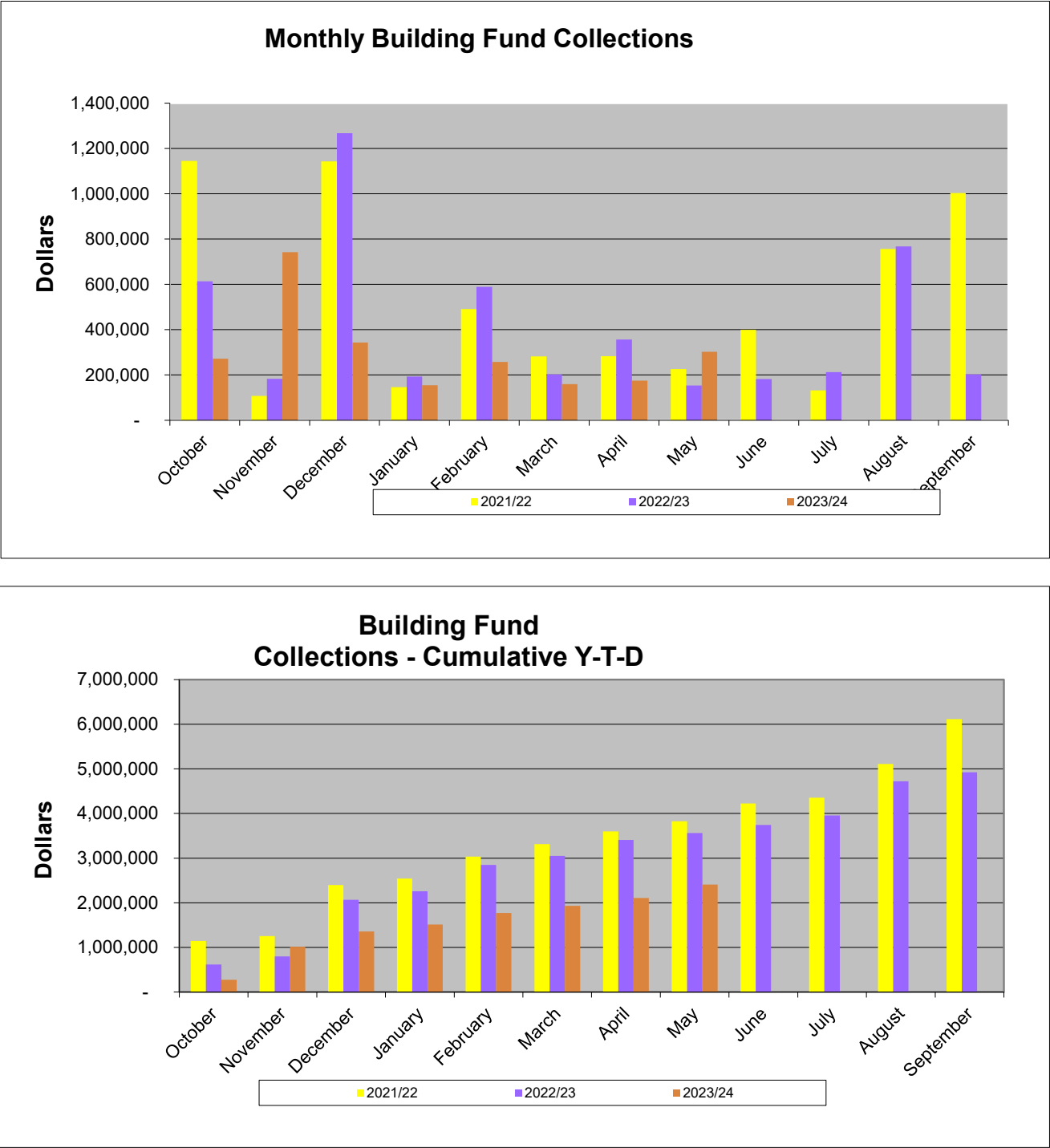
Contingency and Fund Balance Estimate

Building Fund Collections

	2021/22	2022/23	2023/24
Monthly			
October	1,144,624	613,610	272,140
November	107,616	183,413	742,357
December	1,142,811	1,267,607	343,469
January	146,194	193,243	154,789
February	490,813	588,953	258,034
March	281,847	202,690	159,520
April	283,429	356,512	175,277
May	226,093	153,965	302,267
June	399,287	181,738	
July	132,426	212,528	
August	755,979	767,780	
September	1,003,182	202,415	
Total	6,114,301	4,924,453	2,407,853

	2021/22	2022/23	2023/24
Cumulative			
October	1,144,624	613,610	272,140
November	1,252,240	797,023	1,014,498
December	2,395,051	2,064,630	1,357,967
January	2,541,246	2,257,873	1,512,755
February	3,032,058	2,846,825	1,770,790
March	3,313,906	3,049,515	1,930,310
April	3,597,334	3,406,027	2,105,586
May	3,823,427	3,559,992	2,407,853
June	4,222,715	3,741,730	
July	4,355,140	3,954,258	
August	5,111,119	4,722,038	
September	6,114,301	4,924,453	
Annual Goal	4,741,977	4,868,000	5,191,000

Building Fund - thru May 2024



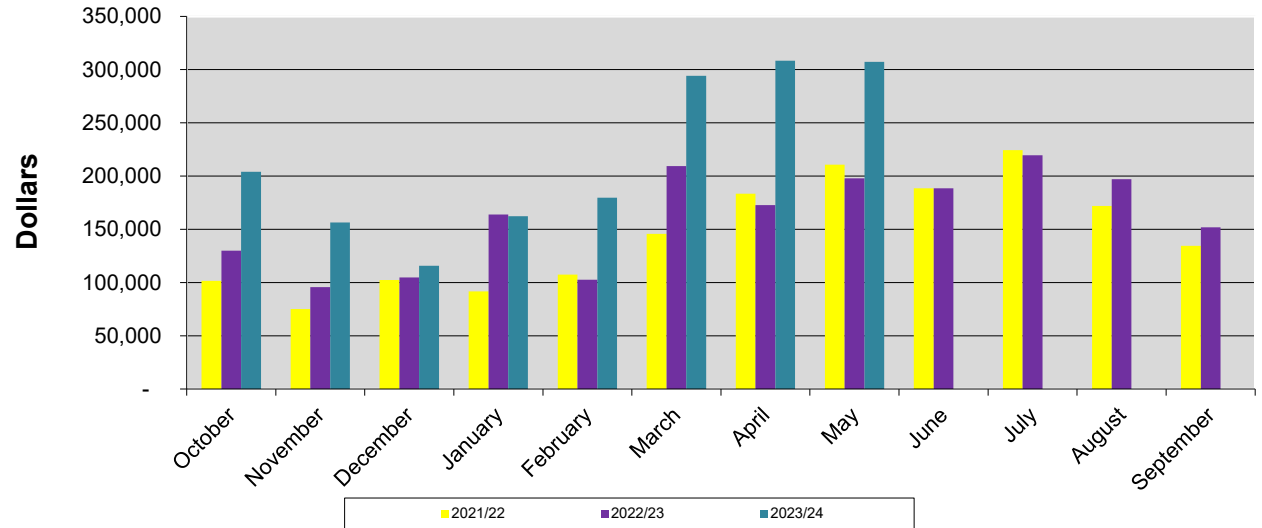
Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	101,582	130,026	203,967
November	75,146	95,694	156,460
December	102,321	104,713	115,640
January	91,751	164,030	162,393
February	107,375	102,648	179,664
March	145,848	209,333	294,283
April	183,397	172,853	308,344
May	210,704	197,957	307,252
June	188,603	188,603	
July	224,411	219,627	
August	171,951	197,119	
September	134,616	151,776	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>1,728,003</u>

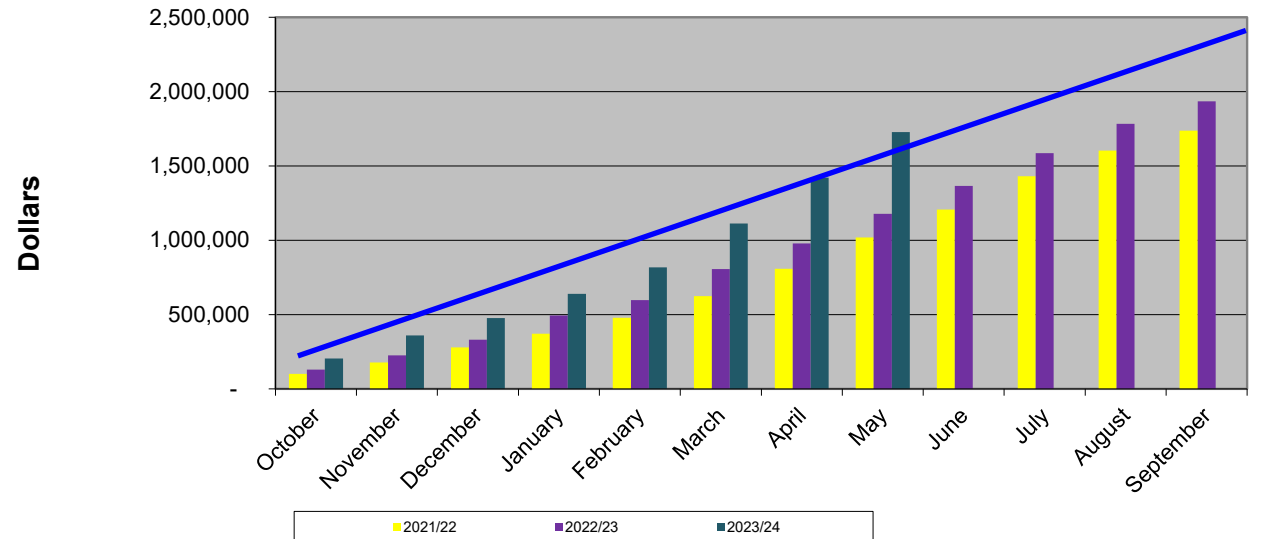
	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	101,582	130,026	203,967
November	176,728	225,720	360,427
December	279,049	330,433	476,068
January	370,800	494,463	638,460
February	478,175	597,111	818,125
March	624,023	806,444	1,112,407
April	807,420	979,297	1,420,751
May	1,018,123	1,177,255	1,728,003
June	1,206,726	1,365,857	
July	1,431,138	1,585,485	
August	1,603,088	1,782,604	
September	1,737,704	1,934,380	
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>

Beach Parking - thru May 2024

Monthly Beach Parking Collections



Beach Parking Collections - Cumulative Y-T-D



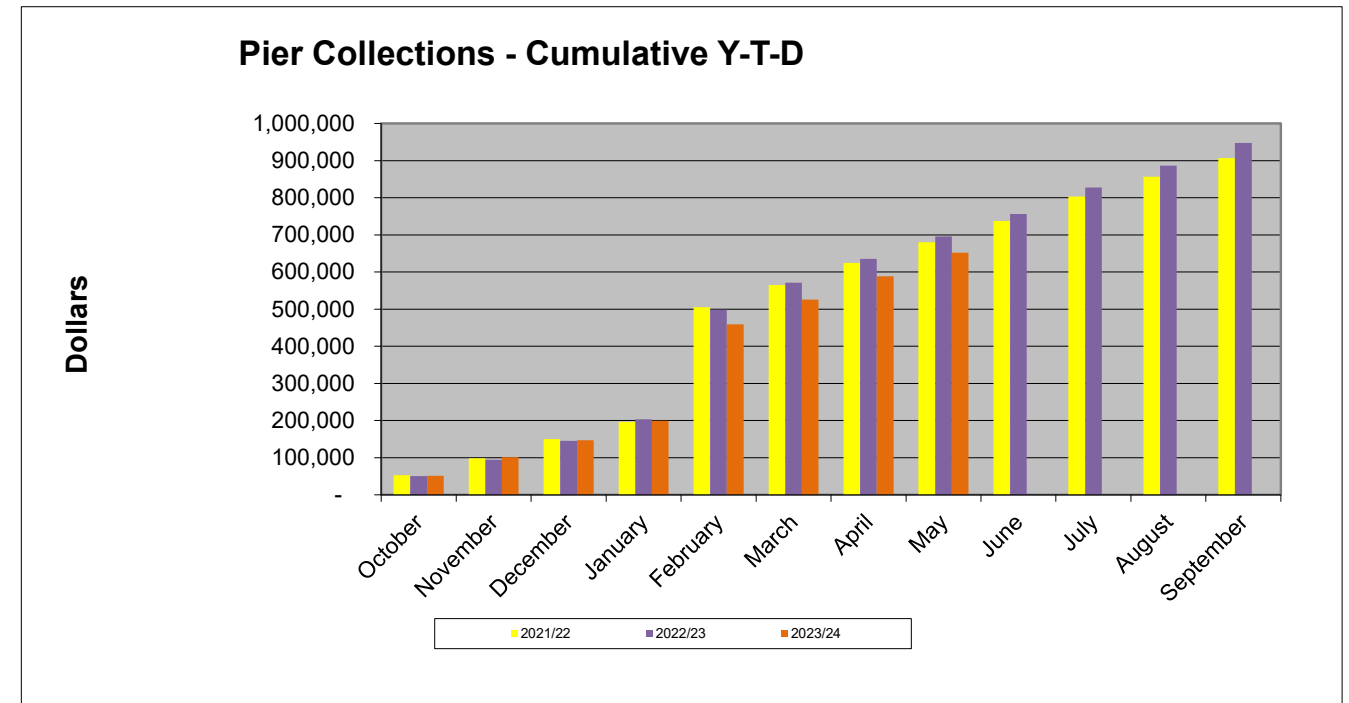
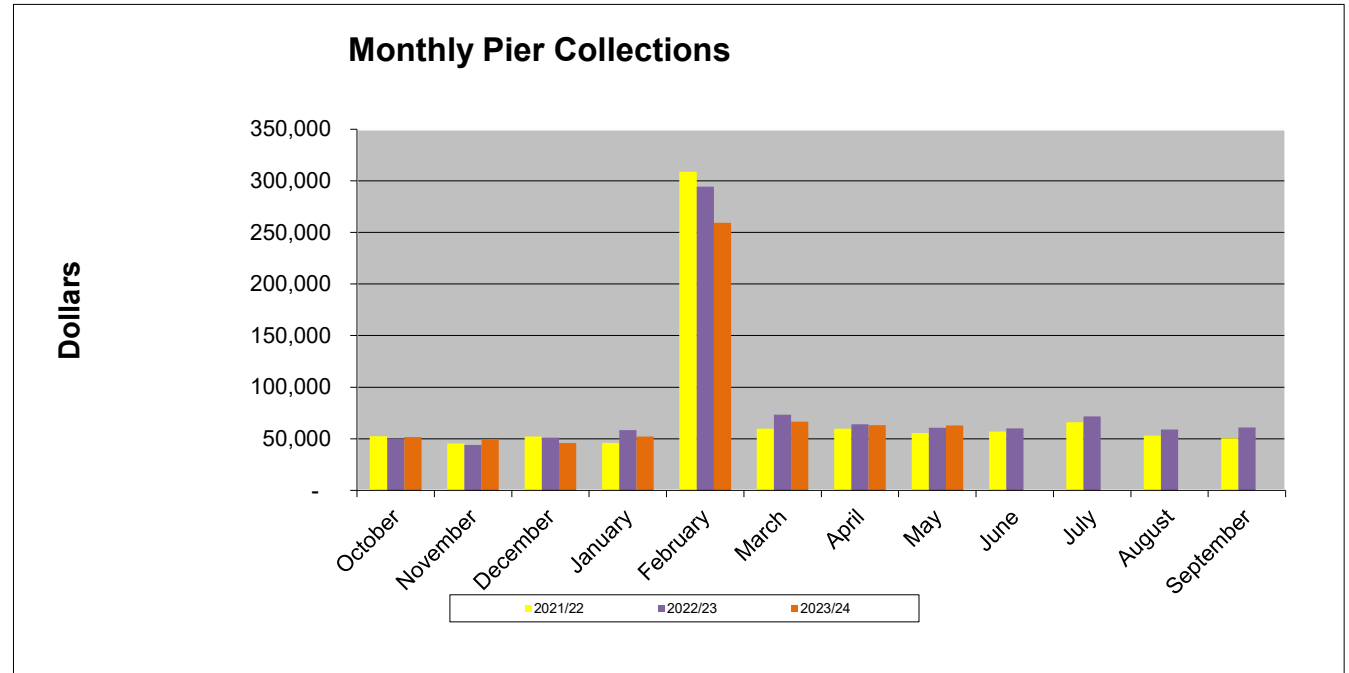
Pier Revenues

	2021/22	2022/23	2023/24
Monthly			
October	52,575	50,313	51,495
November	45,411	43,917	49,561
December	52,271	50,942	45,928
January	45,906	58,345	52,190
February	308,830	294,357	259,466
March	59,863	73,487	66,698
April	59,852	63,945	63,244
May	55,621	60,688	62,991
June	56,858	60,003	
July	66,152	71,604	
August	52,975	58,871	
September	50,426	60,849	
Total	906,740	947,320	651,574

Balance includes true-up for the annual rent of the Quarterdeck based on the lease agreement.

	2021/22	2022/23	2023/24
Cumulative			
October	52,575	50,313	51,495
November	97,986	94,229	101,056
December	150,257	145,171	146,984
January	196,163	203,516	199,174
February	504,993	497,873	458,640
March	564,856	571,360	525,338
April	624,708	635,305	588,583
May	680,329	695,993	651,574
June	737,187	755,996	
July	803,339	827,600	
August	856,314	886,471	
September	906,740	947,320	
Annual Budget Goal	844,816	937,301	942,488

Pier Revenues - thru May 2024

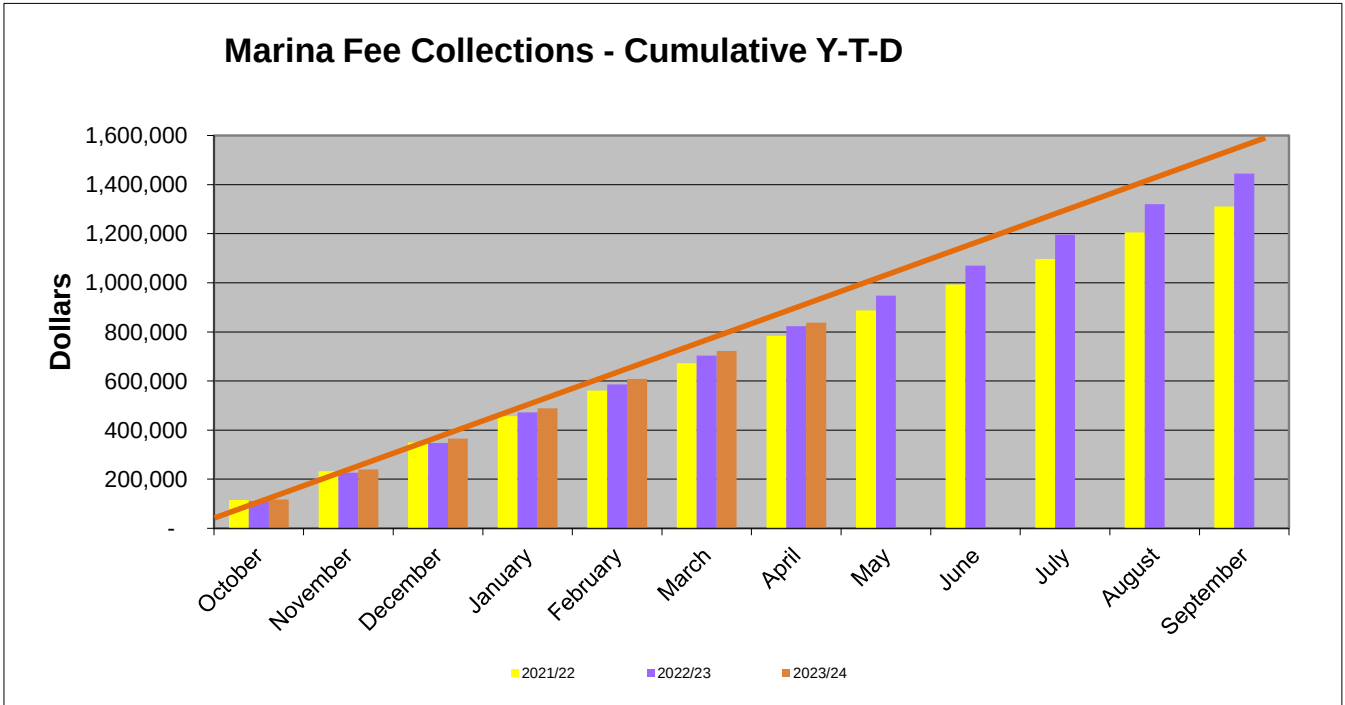
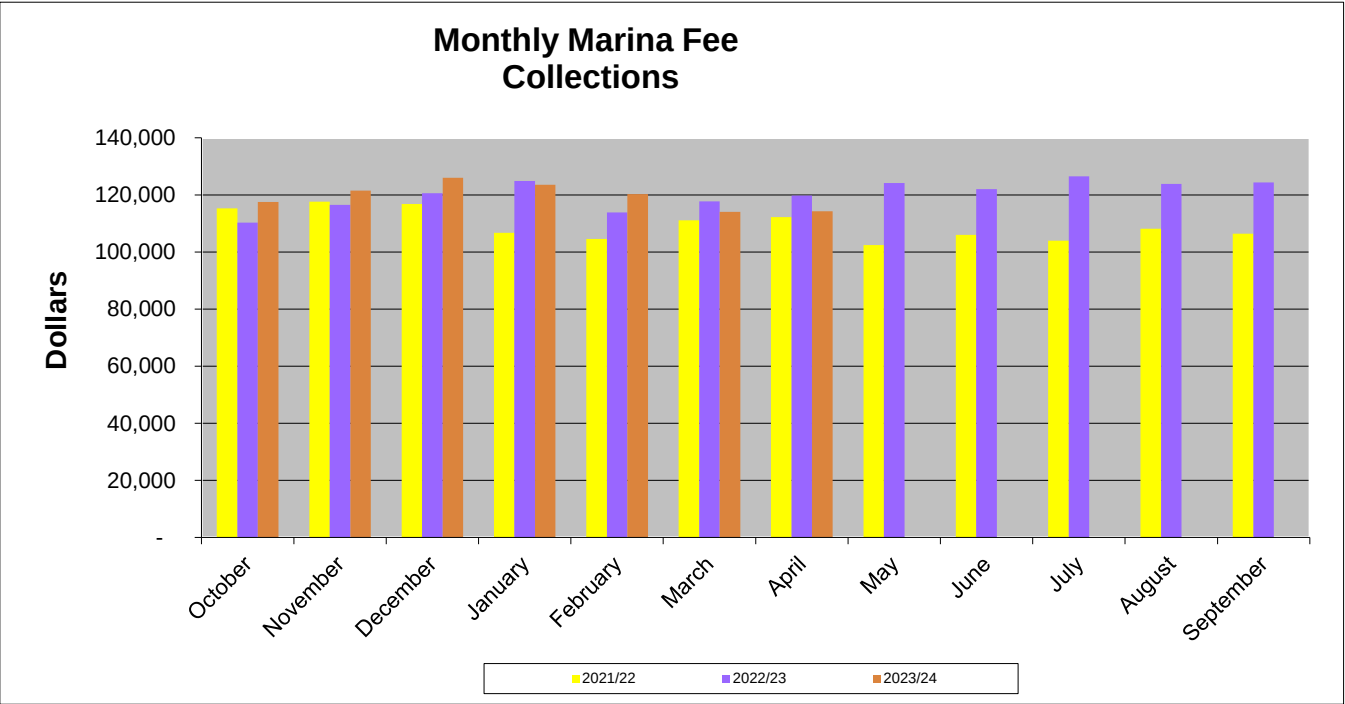


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	115,264	110,239	117,540
November	117,663	116,542	121,509
December	116,830	120,621	126,034
January	106,673	124,885	123,519
February	104,605	113,849	120,277
March	111,125	117,710	114,070
April	112,170	119,728	114,246
May	102,373	124,138	
June	106,001	122,027	
July	104,000	126,485	
August	108,096	123,889	
September	106,418	124,369	
Total	<u>1,311,218</u>	<u>1,444,481</u>	<u>837,194</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	115,264	110,239	117,540
November	232,927	226,781	239,049
December	349,758	347,402	365,082
January	456,431	472,287	488,602
February	561,036	586,135	608,878
March	672,161	703,845	722,948
April	784,330	823,574	837,194
May	886,703	947,711	
June	992,704	1,069,738	
July	1,096,704	1,196,223	
August	1,204,800	1,320,112	
September	1,311,218	1,444,481	
Budget Goal	<u>1,290,768</u>	<u>1,339,555</u>	<u>1,398,942</u>

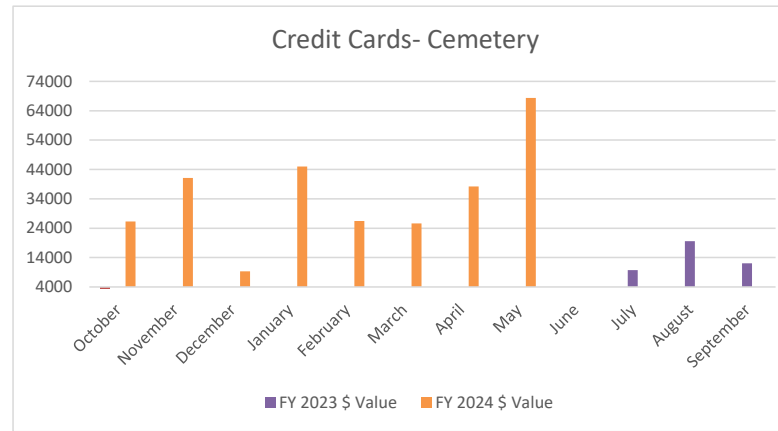
Marina Fees - thru April 2024



City of Dania Beach: Master Capital Projects Summary as of 05-31-2024												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,126,822	-	-	865,440	6,971,318	(850,593)	6,120,725	Construction		
Neighborhood Drainage Improvement		Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(3,018,832)	1,152,128	Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	375,000	375,000	1,200,000	1,200,000	(1,097,830)	-	Completed/Waiting on Grant Reimbursement		9/30/2026
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000	350,000	350,000	1,200,000	1,200,000	(1,010,092)	-	Completed/Waiting on Grant Reimbursement		9/30/2026
SW 43rd Terrace Stormwater Improvement	PS-SW-0040	Transportation Surtax, Stormwater	2,297,468	2,076,876	220,592	-	2,297,468	(2,300,699)	(3,231)	Construction - Grant Revenue Received Nov 2023		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(1,045,940)	30,595	Design		
PJ Meli Drainage Project		Stormwater	247,340	-	-	-	247,340	(247,340)	-	Construction		
Total Stormwater Fund Projects			9,842,590	2,871,876	485,592	3,881,975	14,763,621	(7,463,404)	7,300,217			
Water Fund												
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(48,549)	383,183	Design		
AMI Water Meter System		Water	265,540	-	-	-	265,540	(265,540)	-	Design		
Total Water Fund Projects			697,270	-	-	-	697,270	(314,089)	383,183			
Sewer Fund												
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,274)	120,713	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(271,335)	-	Construction		
Inflow and Infiltration Mainline Repairs Project		Sewer	2,041,450	-	-		2,041,450	(2,041,450)		Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	499,800	9,369,678	404,918	-	10,274,395	(10,274,395)	123,375	Construction		9/30/2026
Lift Station Mitigation Phs III		FDEP	8,339,000	4,169,500	4,169,500	-	8,339,000	-	8,339,000	Construction		9/30/2026
Total Sewer Fund Projects			12,275,559	13,539,178	4,574,418	4,013	22,054,167	(13,594,454)	8,583,088			
Pier Fund												
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,818,188	2,318,188	(2,320,746)	(2,558)	Construction		
Total Pier Fund Projects			500,000	-	-	1,818,188	2,318,188	(2,320,746)				
Grants Fund												
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(232,280)	850,720	Construction		7/31/2024
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		6/30/2024
CDBG 48th Year Solar Lights	NA	CDBG	177,575		24,000	-	201,575	-	177,575	Design		9/30/2023
HMGP Hardening Grant Police Generator	NA	HMGP	264,000	-	-	-	264,000	(19,450)	236,000	Design		5/31/2024
Mullikin Park	NA	FDEP	312,623	250,000	200,000	300,000	612,623	(69,163)	543,461	Design		6/30/2025
Watershed Master Plan Grant	NA	FEMA	100,000	25,000	75,000	100,000	-	(50,000)	50,000			9/30/2024
Vulnerability Assessment	NA	FDEP	95,500	95,500	-	-	95,500	-	95,500			
Total Grants Fund Projects			949,698	3,588,850	569,150	400,000	4,662,198	(593,192)	4,136,456			
Capital Projects Fund												
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	2,500,000	-	-	647,987	3,147,987	(1,659,133)	1,488,854	Construction		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-0045	Capital, Bank Loan	1,305,462	-	-	1,600,000	2,905,462	(1,625,394)	1,280,068	Construction		
Oasis XV - Capital Fund	N/A	Capital	270,000	-	-	-	270,000	-	270,000	NA		
Sidewalk Masterplan Tier 1	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	0	Construction		
Roadway and Median Electrical	N/A	Capital	200,000	-	-	575,000	1,475,000	(507,027)	967,973	Construction		
Beach Revitalization Phase II	PS-BP-0050, PS-BP-0052	Capital	925,000	-	-	801,798	1,726,798	(1,304,709)	422,089	Construction		
City Hall Restrooms	PS-PB-0055	Facilities	188,654			-	188,654	(209,154)	-	Construction		

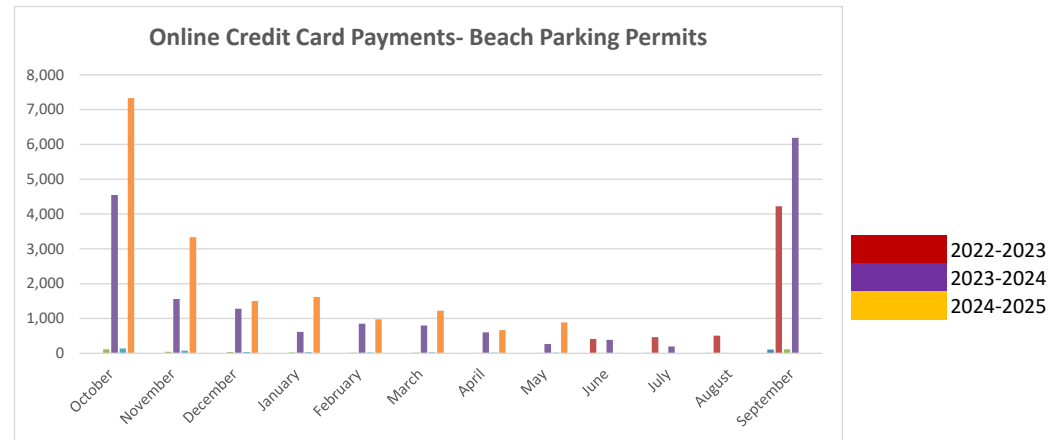
City of Dania Beach: Master Capital Projects Summary as of 05-31-2024												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
IT Parker Community Center Renovations	ITPCC 2023	Facilities, Flood Insur. Proceeds, Fund Balance	125,000			830,671	955,671	(955,671)	-	Construction		
CW Thomas Park Phase I	N/A	Bank Loan, Capital	18,100,000	-	-	6,042,980	24,227,452	(1,542,073)	22,950,885	Construction		
Corridor Master Plan	N/A	Capital	788,000	-	-	-	788,000	-	788,000	Design		
Olsen Middle School	N/A	Capital	500,000	-	-	-	500,000	-	500,000	Design		
Boisy Walters Park Master Plan	N/A	Capital	100,000	-	-	-	100,000	-	100,000	Design		
City Hall Park	N/A	Capital	150,000	-	-	-	150,000	(26,500)	123,500	Construction		
City Hall Modernization Project	N/A	Capital	200,000	-	-	-	200,000	(166,690)	33,310	Design		
LPR System	N/A	Capital	600,000	-	-	-	600,000	(574,125)	25,875			
PJ Meli Improvement - Aquatic Center Master Plan		Capital	1,000,000			-	1,000,000	-	1,000,000			
EOC Building Project		Capital	454,449			-	454,449	(404,449)	50,000			
Total Capital Projects Fund			27,552,116	-	-	10,921,040	39,257,628	(9,473,578)	30,120,055			
Upcoming Projects												
Beachside Restroom Improvement	PS-BP-0015	Capital	2,000,000							Planning		
Bus Stop Improvements	PS-RB-0110	Capital	90,000							Planning		
Neighborhood Water Line Replacement	PS-WU-0060	Water	203,000							Planning		
Water Plant Chemical Feed Area	PS-WU-0070	Water	150,000							Planning		
Tiger Tail Horizontal Well/Hydraulic Modeling	PS-WU-0052	Water								Planning		
Wells G&I Rehabilitation	PS-WU-0053	Water	100,000							Planning		
Dune Design Segment III Beach Nourishment	PS-BP-0051	Capital	20,900							Design		
Corridor Landscape Master Plan	PS-RB-0090	Capital	788,000							Design		
NW/SW 1st Street Water Main	PS-WU-0020, PS-WU-0021	Water	500,000							Design		
Water Plant Accelerator Cleaning	PS-WU-0030	Water	100,000							Design		
SW 52nd Street Drainage Improvement	PS-SW-0041	Stormwater	1,200,000	Resilient FL						RFP		
Fuel Facility Improvements	PS-PB-0060	Capital	50,000							Construction		
NW 1st St Streetscape	PS-RB-0070	Capital	250,000							RFQ		
West Wing Life Safety	PS-PB-0051	Capital								Construction		
Median/Poles Electrification	PS-RB-0080	Capital	500,000							Construction		
Tidal Valves - Stormwater System	PS-SW-0100	Stormwater	250,000							On Hold		
FPL Service Laterals to Lights	PS-BP-0023	Capital								On Hold		
SW 34th Terrace Improvement	PS-SW-0060	Stormwater	750,000							On Hold		
SeaTech Parking Garage	PS-BP-0053	Capital	1,200,000							On Hold		
			8,151,900	-	-	-	-	-	-			

	FY 2023		FY 2024	
	<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			12	\$26,300
November			21	\$41,105
December			6	\$9,330
January			19	\$44,995
February			9	\$26,465
March			9	\$25,630
April			9	\$38,255
May			17	\$68,375
June				
July	5	\$9,740		
August	8	\$19,610		
September	6	\$12,030		

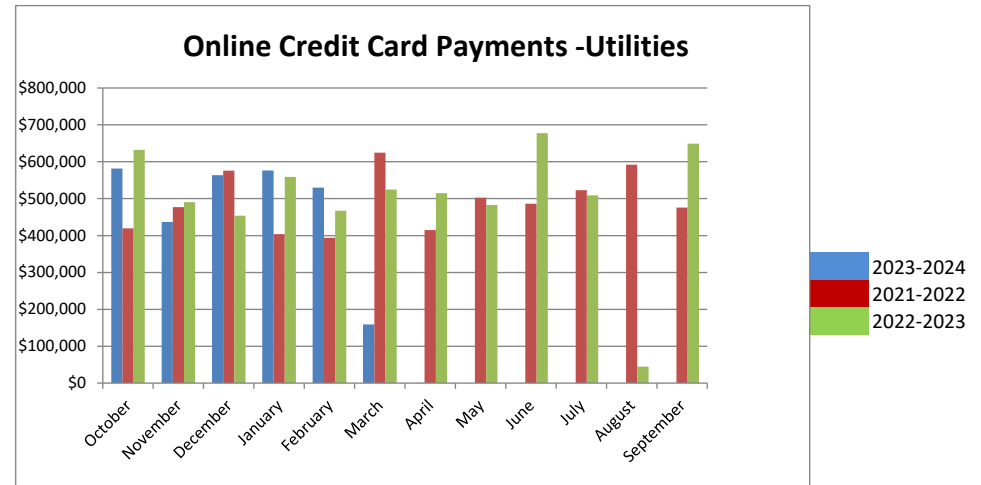


2023-2024
2024-2025

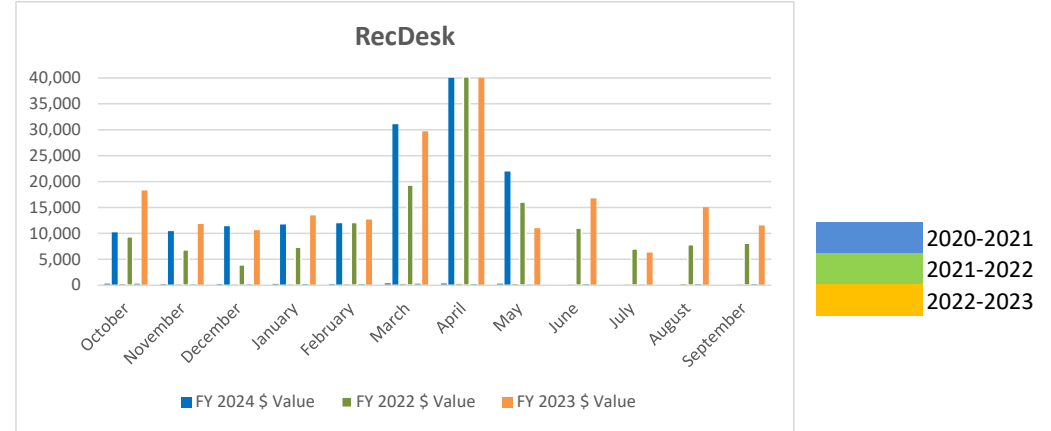
FY 2022			FY 2023		FY 2024	
			<u># of</u>		<u># of</u>	
	<u># of Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547	141	\$7,334
November			46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23	\$979
March			18	\$802	26	\$1,225
April			13	\$604	19	\$663
May	0	\$0	10	\$267	21	\$888
June	9	\$411	10	\$385		
July	10	\$460	9	\$198		
August	13	\$508	2	\$0		
Septembe	106	\$4,227	115	\$6,191		



	FY 2024		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,806	\$581,381	1,756	\$419,523	1,799	\$631,937
November	1,626	\$436,666	1,607	\$477,225	1,698	\$490,381
December	1,720	\$563,383	1,644	\$575,861	1,676	\$453,598
January	1,851	\$576,388	1,580	\$403,966	1,814	\$559,003
February	1,727	\$529,750	1,461	\$393,924	1,586	\$466,879
March	399	\$159,173	1,883	\$624,708	1,673	\$524,878
April	6	\$300	1,558	\$415,006	1,696	\$514,951
May	0	\$0	1,635	\$502,840	1,705	\$482,818
June			1,771	\$486,384	1,890	\$677,359
July			2,003	\$522,805	1,956	\$509,105
August			1,919	\$591,853	1,745	\$44,810
September			1,748	\$475,765	1,953	\$648,891

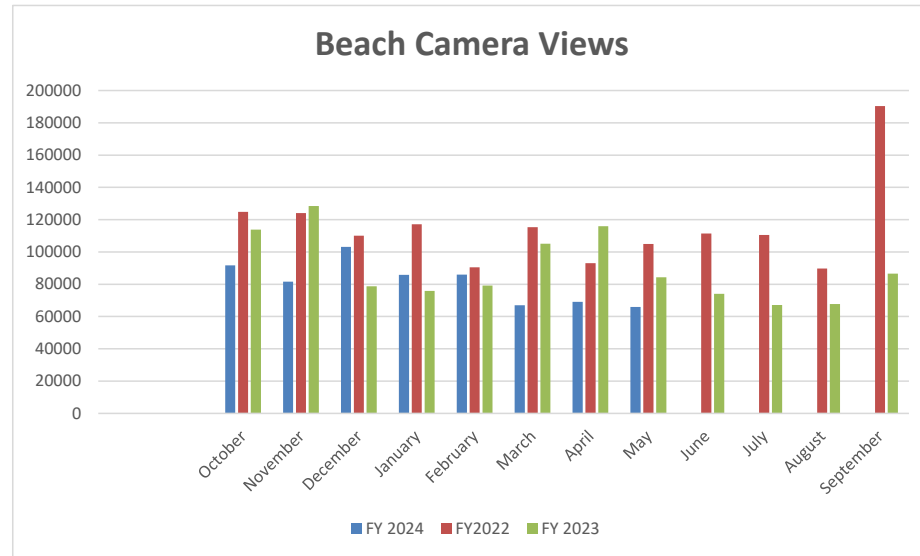


	FY 2024		FY 2022		FY 2023	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October	305	\$10,189	203	\$9,350	293	\$18,293
November	219	\$10,420	126	\$6,835	188	\$11,802
December	218	\$11,389	112	\$3,952	184	\$10,643
January	266	\$11,741	106	\$7,346	228	\$13,489
February	201	\$11,951	159	\$12,120	215	\$12,691
March	422	\$31,083	252	\$19,322	339	\$29,674
April	377	\$5,988,032	264	\$48,956	229	\$54,344
May	315	\$21,926	205	\$16,068	147	\$11,025
June			125	\$10,999	216	\$16,773
July			108	\$7,008	125	\$6,317
August			203	\$7,805	242	\$15,031
September			133	\$8,115	240	\$11,545



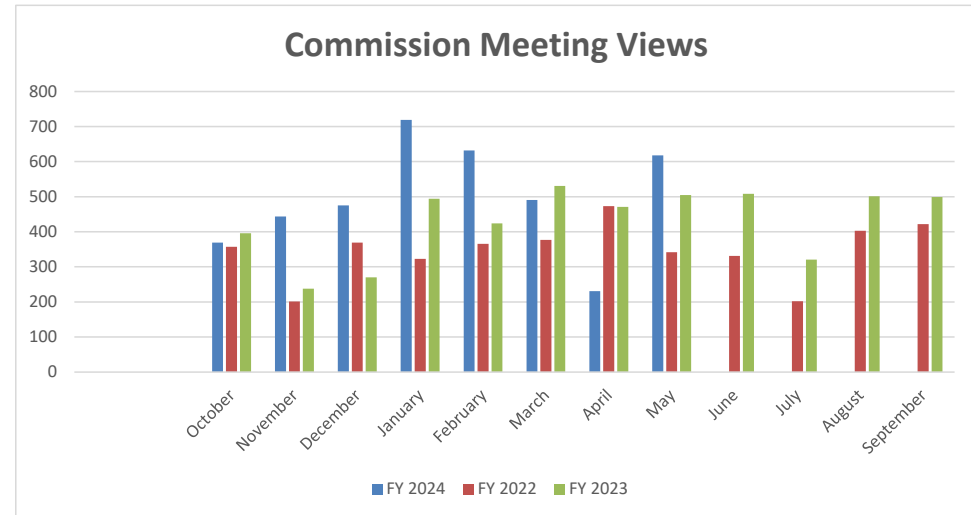
2020-2021
 2021-2022
 2022-2023

	FY 2024	FY2022	FY 2023
October	91,700	124,800	113,900
November	81,600	124,100	128,500
December	103,200	110,100	78,800
January	85,800	117,200	75,900
February	85,900	90,500	79,200
March	67,000	115,300	105,100
April	69,100	93,100	115,900
May	66,000	104,900	84,300
June		111,500	74,100
July		110,600	67,100
August		89,700	67,700
September		190,300	86,600



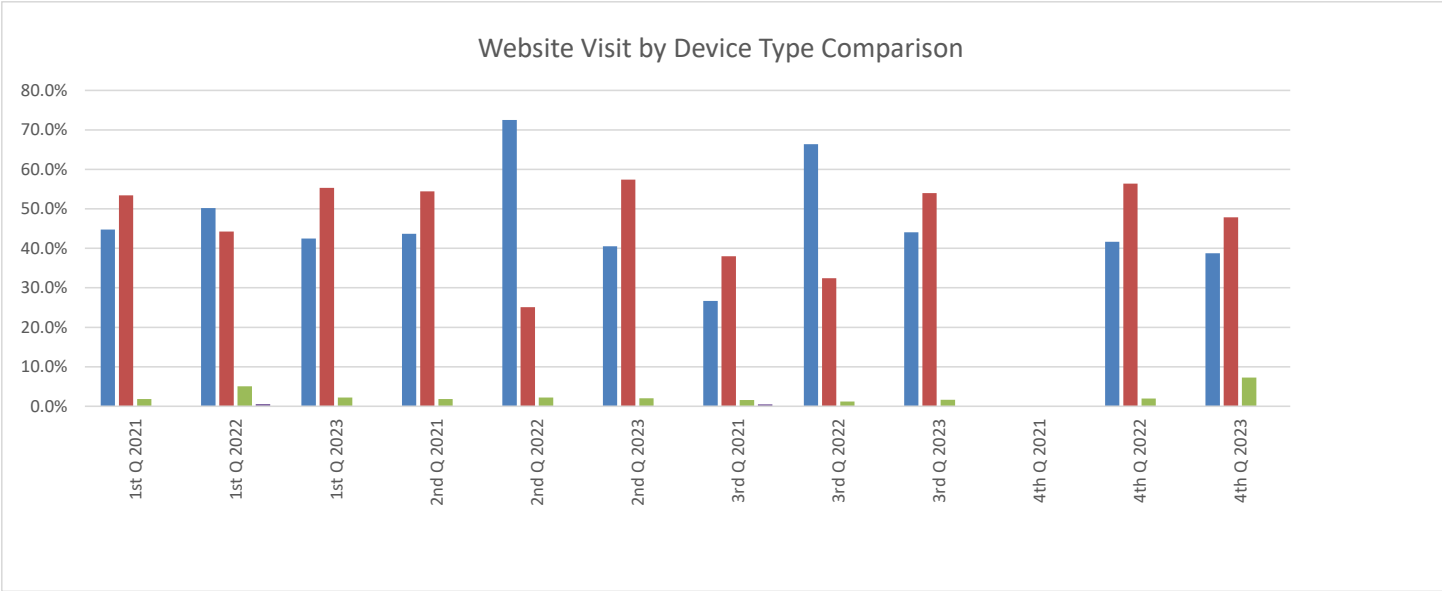
YouTube Channel
FY 2024 **FY 2022** **FY 2023**

October	369	357	396
November	444	201	238
December	475	369	270
January	719	323	494
February	632	366	424
March	491	377	531
April	231	473	471
May	618	342	505
June		331	508
July		202	321
August		403	501
September		422	499

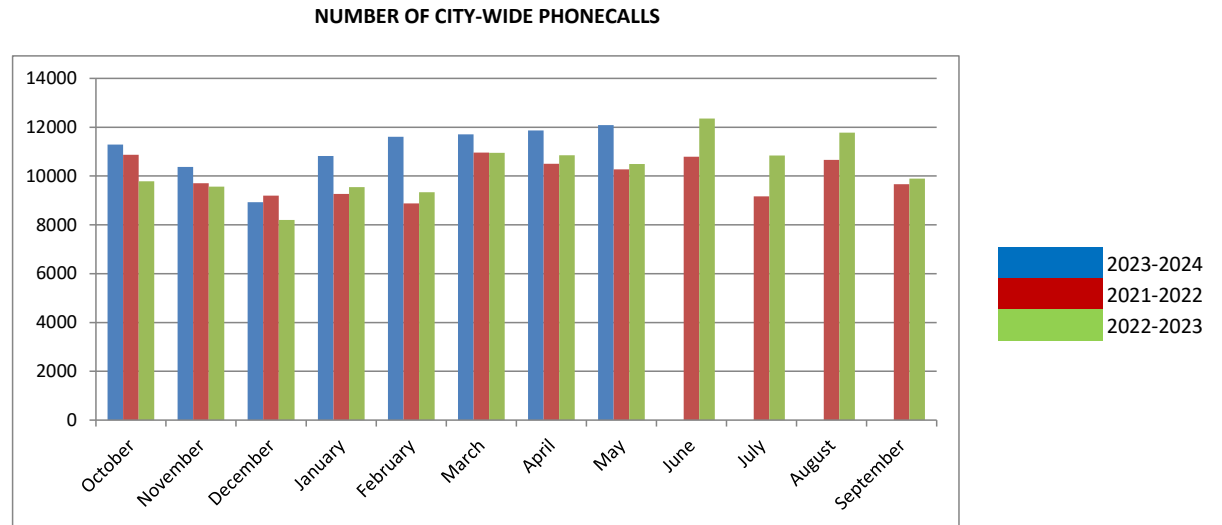


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	44.7%	50.2%	42.5%	43.7%	72.5%	40.5%	26.7%	66.4%	44.1%	0.0%	41.6%	38.8%
Smartphone	53.4%	44.2%	55.3%	54.4%	25.1%	57.4%	38.0%	32.5%	54.0%	0.0%	56.4%	47.9%
Tablet	1.8%	5.0%	2.2%	1.9%	2.2%	2.1%	1.6%	1.2%	1.6%	0.0%	2.0%	7.3%
Other	0.0%	0.6%		0.0%			0.5%			0.0%		



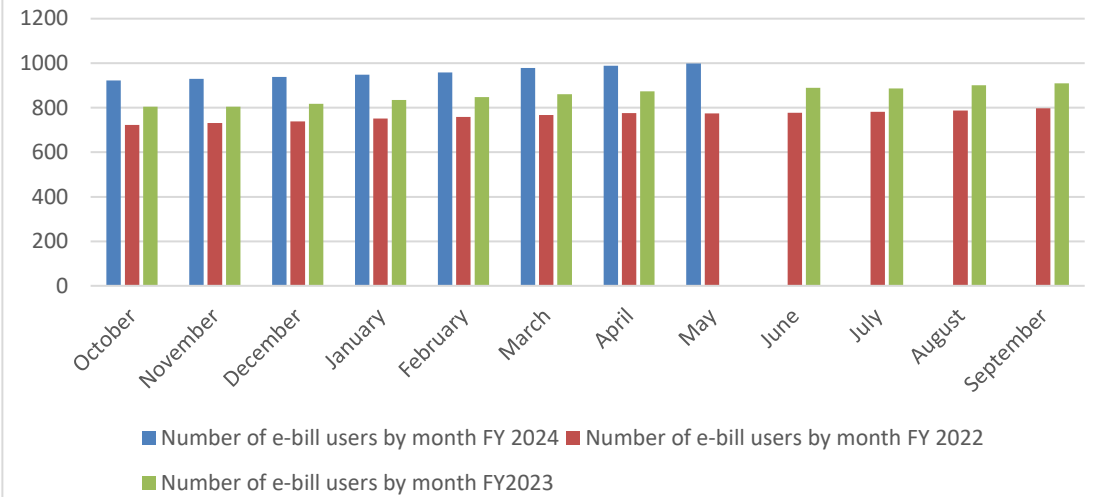
	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,286	10,868	9,789
November	10,370	9,702	9,564
December	8,932	9,193	8,197
January	10,820	9,268	9,543
February	11,612	8,875	9,338
March	11,703	10,960	10,946
April	11,869	10,499	10,851
May	12,087	10,274	10,489
June		10,791	12,351
July		9,164	10,843
August		10,658	11,775
September		9,667	9,897



Number of e-bill users by month

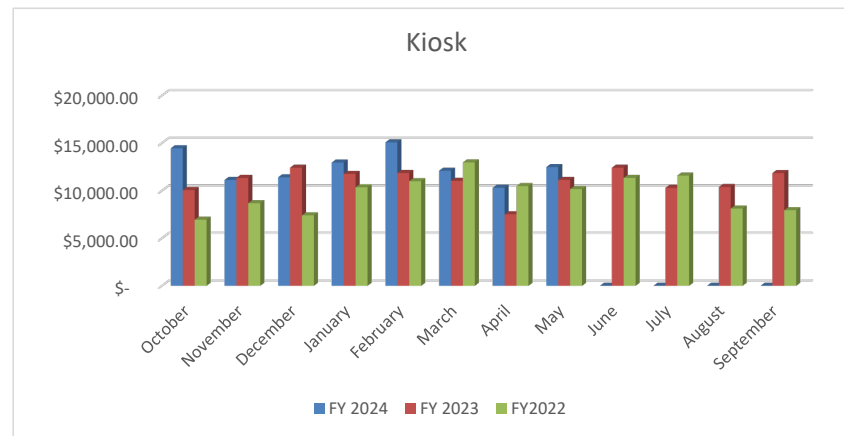
	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY2023</u>
October	922	722	804
November	929	731	805
December	939	738	818
January	948	751	835
February	959	759	848
March	979	767	861
April	988	776	873
May	999	775	
June		778	890
July		782	886
August		787	901
September		797	910

Incremental E-bill Accounts



Kiosk

	<u>FY 2024</u>	<u>FY 2023</u>	<u>FY2022</u>
October	\$ 14,452.23	\$ 10,067.50	\$ 6,940.80
November	\$ 11,121.83	\$ 11,339.44	\$ 8,678.89
December	\$ 11,401.43	\$ 12,409.30	\$ 7,403.30
January	\$ 12,953.63	\$ 11,755.07	\$ 10,348.96
February	\$ 15,069.97	\$ 11,856.78	\$ 10,992.74
March	\$ 12,091.93	\$ 11,032.47	\$ 12,964.70
April	\$ 10,302.51	\$ 7,514.64	\$ 10,480.52
May	\$ 12,472.31	\$ 11,120.90	\$ 10,160.84
June	\$ -	\$ 12,405.61	\$ 11,336.27
July	\$ -	\$ 10,289.44	\$ 11,575.17
August	\$ -	\$ 10,380.86	\$ 8,117.21
September	\$ -	\$ 11,842.84	\$ 7,940.87



Business Tax Receipt Activity - May 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
MAS GROUP INVESTMENTS LLC	1	\$ 34.66
AJA 3 CORP LLC	1	\$ 320.00
Total Out of Business/Inactive	2	\$ 354.66

New Approved Applications	# of BTRs	Dollar Amount
333 SE 3RD AVE LLC	1	\$ 15.75
402 SE 5TH ST LLC	1	\$ 15.75
5548 SW 28TH TERRACE LLC	1	\$ 15.75
ALTITUDE TRADING INC	1	\$ 31.50
BROWARD MATTRESS CORP	1	\$ 820.00
CASTELLA JACKSON	1	\$ 15.75
CILIA BEAUTY	1	\$ 493.75
CN326-15 LLC	1	\$ 31.50
GORDAN, DAVID & JOAN	1	\$ 15.75
FNJ PROPERTIES LLC	1	\$ 15.75
GIL LEVY	1	\$ 15.75
INA MITSKEVICH	1	\$ 31.50
JC TINTS SHOP LLC	1	\$ 65.63
JOHN FRASER	1	\$ 15.75
KIY2SHANTI LLC	1	\$ 65.63
LEVANA COHEN	1	\$ 15.75
MANUEL DIAZ	1	\$ 15.75
OCEAN APARTMENTS CORP	1	\$ 186.00
P & P PROPERTY ADMINISTRATION LLC	1	\$ 31.50
QUALITY MARINE GROUP	1	\$ 533.13
KERCADO MARTES, RAFAEL	1	\$ 118.13
SNEZHANA DESYATOVA	1	\$ 15.75
TAYLOR COACHMAN	1	\$ 15.75
Total New Applications	23	\$ 2,597.27

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	325	\$ 92,967.55
Paid Renewals	2,919	\$ 1,022,495.67
Total BTRs as of 05/31/2024	3,244	1,115,463.22 **

**includes license fee, fire inspection & solid waste registration

Miscellaneous Billing Invoice Aging Report

Aging Date 05/31/2024

Report By Invoice Type

Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	2380.00	2,380.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924- Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	7615.00	.00	.00	600.00	8,215.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	2280.00	.00	6,270.00
# 4738 - Wright and Young Funeral Home	Reservation of Burial Plot	.00	.00	.00	3990.00	.00	3,990.00
# 5182 - A Good Shepherd's Funeral Home	Reservation of Burial Plot	.00	10030.00	.00	.00	.00	10,030.00
# 6070 - Elijah Bells Funeral Home	Reservation of Burial Plot	.00	11605.00	.00	.00	.00	11,605.00
# 4431 - Landmark Funeral Home	Reservation of Burial Plot	.00	5810.00	.00	.00	.00	5,810.00
# 5452 - Grace Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6071 -Bells Funeral Services	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 6203 - Unity Memorial Funeral Home East	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 5977 - Scarano Funeral Home	Reservation of Burial Plot	.00	2125.00	.00	.00	.00	2,125.00
# 6150 - Genuine Funerals LLC	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 4165 - Roy Mizell & Kurtz Funeral	Reservation of Burial Plot	.00	7980.00	.00	.00	.00	7,980.00
# 6173 - Pax Villa FH Miami	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 4786 - Dillard Josephine	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$68,375.00	\$0.00	\$6,270.00	\$37,455.00	\$112,100.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
	Bulk Trash Pickup	540.00	60.00	270.00	1950.00	7004.00	9824.00
Bulk Trash Pk Up		\$540.00	\$60.00	\$270.00	\$1,950.00	\$7,004.00	\$9,824.00
Invoice Type - FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type - FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,685.00	254,685.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,985.00	\$271,985.00
Invoice Type - GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	38,150.00	38,150.00
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	181,294.90	181,294.90
# 6155 - Florida Division of Emergency	2023-00000001	.00	.00	.00	.00	56,319.60	56,319.60
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275,764.50	\$275,764.50
Invoice Type - GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$1,103,004.79	\$1,103,004.79
Invoice Type - LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type - MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	17,357.09	1,180.87	12,700.00	.00	71,385.67	102,623.63
Miscellaneous Totals		\$17,357.09	\$1,180.87	\$12,700.00	\$0.00	\$91,627.67	\$122,865.63
Grand Totals							
		\$17,897.09	\$69,615.87	\$12,970.00	\$8,220.00	\$1,789,116.32	\$1,897,819.28

City of Dania Beach
Commercial Solid Waste Report FY 2023-2024
Payments Received

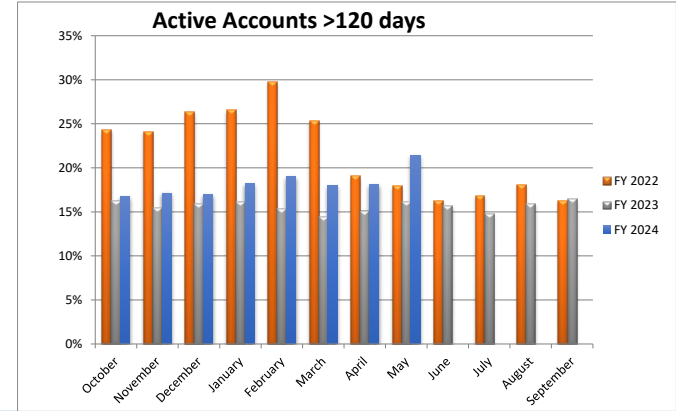
Annual Budget \$ 900,000

Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise									
Oct	\$ 2,506.09	\$ 33,232.87	\$ 11,277.12	\$ 3,777.33	\$ 1,165.19	\$ 4,666.00	\$ 11,433.00		\$ 68,057.60
Nov	2,601.53	38,500.99	16,379.12	4,298.24	1,283.08	2,932.48	12,079.29		78,074.73
Dec	2,641.05	37,758.93	19,566.05	3,826.03	1,230.70	-	9,776.60		74,799.36
Jan	2,685.42	37,936.93	11,993.95	-	1,020.06	2,216.87	12,653.65		68,506.88
Feb	2,666.10	37,587.43	-	-	1,227.76	3,091.54	-		45,435.33
Mar	2,655.25	36,268.18	13,650.06	-	1,058.93	2,330.35	25,489.54		81,452.31
Apr	-	38,177.74	14,093.61	-	1,367.47	2,399.02	13,241.25		69,279.09
May	5,964.43	35,007.04	12,353.80		1,826.65		15,476.92		70,628.84
Jun									-
Jul									-
Aug									-
Sep									-
Total Mo. Franchise	\$ 21,719.87	\$ 294,470.11	\$ 99,313.71	\$ 11,901.60	\$ 10,179.84	\$ 17,636.26	\$ 100,150.25		\$ 556,234.14
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund
Monthly Franchise									
Oct	\$ 835.36	\$ 11,077.62	\$ 3,759.04	\$ 1,259.11	\$ 388.40	\$ 1,555.34	\$ 3,811.00		\$ 22,685.87
Nov	\$ 867.18	\$ 12,833.66	\$ 5,459.71	\$ 1,432.75	\$ 427.70	\$ 977.49	\$ 4,026.43		\$ 26,024.92
Dec	\$ 880.35	\$ 12,586.31	\$ 6,522.02	\$ 1,275.34	\$ 410.23	-	\$ 3,258.87		\$ 24,933.12
Jan	\$ 895.14	\$ 12,645.65	\$ 3,997.99	-	\$ 340.02	\$ 738.95	\$ 4,217.88		\$ 22,835.63
Feb	\$ 888.70	\$ 12,529.14	-	-	\$ 409.25	\$ 1,030.52	-		\$ 15,145.11
Mar	\$ 885.08	\$ 12,089.40	\$ 4,550.02	-	\$ 352.98	\$ 776.78	\$ 8,496.52		\$ 27,150.78
Apr	-	\$ 12,725.92	\$ 4,697.87	-	\$ 455.82	\$ 799.67	\$ 4,413.75		\$ 23,093.03
May	\$ 1,988.15	\$ 11,669.07	\$ 4,117.94		\$ 608.89		\$ 5,158.98		\$ 23,543.03
Jun									\$ -
Jul									\$ -
Aug									\$ -
Sep									\$ -
Total Mo. Franchise	\$ 7,239.96	\$ 98,156.77	\$ 33,104.59	\$ 3,967.20	\$ 3,393.29	\$ 5,878.75	\$ 33,383.43		\$ 185,411.49
Total Receipts	\$ 30,034.83	\$ 393,701.88	\$ 133,493.30	\$ 17,093.80	\$ 14,648.13	\$ 24,590.01	\$ 134,608.68		\$ 748,170.63

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

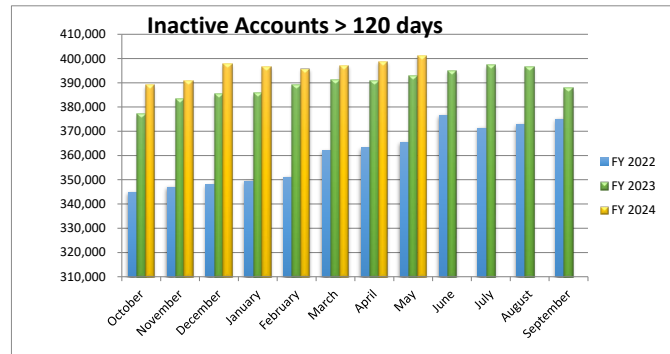
	FY 2022			FY 2023			FY 2024					
	Monthly Billings			Monthly Billings			Monthly Billings					
	>120 Past Due		% DELQ	>120 Past Due		% DELQ	>120 Past Due		% DELQ			
October	275,153	\$	1,130,854	24%	184,989	\$	1,140,696	16%	207,794	\$	1,241,355	17%
November	276,502		1,145,557	24%	186,463		1,205,526	15%	216,614		1,267,676	17%
December	286,708		1,088,332	26%	188,661		1,186,620	16%	214,935		1,270,207	17%
January	309,337		1,166,202	27%	188,029		1,165,000	16%	220,340		1,211,794	18%
February	322,379		1,084,213	30%	185,376		1,210,890	15%	231,139		1,217,188	19%
March	281,908		1,112,053	25%	183,535		1,267,253	14%	235,434		1,310,333	18%
April	222,556		1,169,668	19%	190,502		1,262,289	15%	236,352		1,307,061	18%
May	211,091		1,178,959	18%	189,684		1,172,418	16%	262,509		1,229,203	21%
June	190,542		1,173,565	16%	184,340		1,178,310	16%				
July	201,407		1,194,888	17%	190,677		1,288,709	15%				
August	202,749		1,120,866	18%	198,874		1,252,551	16%				
September	183,816		1,129,966	16%	203,881		1,235,287	17%				
Annual Avg	\$ 247,012	\$	1,141,260	22%	\$ 189,584	\$	1,213,796	16%	\$ 228,140	\$	1,256,852	#DIV/0!



Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month

INACTIVE ACCOUNTS

	FY 2022			FY 2023			FY 2024		
	>120 Past Due		% +/-	>120 Past Due		% +/-	>120 Past Due		% +/-
October	344,685		9%	377,040		9%	388,922		3%
November	346,914		10%	383,454		10%	390,867		2%
December	347,964		10%	385,515		10%	397,662		3%
January	349,252		9%	385,601		9%	396,459		3%
February	350,890		10%	389,237		10%	395,697		2%
March	361,917		7%	391,059		7%	397,067		2%
April	363,125		7%	390,781		7%	398,812		2%
May	365,539		7%	392,882		7%	401,076		2%
June	376,626		5%	394,781		5%			
July	371,165		7%	397,219		7%			
August	372,990		6%	396,674		6%			
September	375,001		3%	387,690		3%			
Annual Avg	\$ 360,506	\$	389,328	7%	\$ 395,820	\$	395,820	2%	



	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2023	2024	2023	2024	2023	2024	# of Accts		
Oct	46,710.00	3,114.00	-	1,450.00	2,565.00	2,660.00	532.00	47	30
Nov		-	-	-	2,540.00	2,865.00	573.00	39	35
Dec	53,717.00	6,228.00	-	-	3,125.00	2,630.00	526.00	48	40
Jan	2,282.00	-	-	-	2,795.00	2,995.00	599.00	48	33
Feb	44,375.00	10,241.00	4,671.00	-	2,630.00	2,855.00	571.00	40	40
Mar	1,557.00	1,557.00	-	1,450.00	2,760.00	2,770.00	554.00	50	60
Apr	7,785.00	-	1,650.00	-	1,965.00	2,265.00	453.00	58	35
May	1,557.00	-	-	-	2,215.00	2,480.00	496.00	56	55
Jun	4,671.00		1,450.00		2,715.00		-		49
Jul	-		-		2,860.00		-		53
Aug	10,120.00		12,456.00		2,855.00		-		52
Sept	196,961.00		1,750.00		2,510.00		-		39
Total	\$ 369,735	\$ 21,140	\$ 21,977	\$ 2,900	\$ 31,535	\$ 21,520	\$ 4,304	386	521

7% # of City's 4850 account became delinquent
for this period

City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/23 (Audited)

(Uses) / Additions:

----- General Fund -----		
	<u>Contingency</u>	<u>Unassigned Fund Balance</u>
Balance 10/1/23 (Audited)	\$ 426,700	\$ 28,875,722
October	-	(838,552)
November	(6,800)	(1,651,835)
December	(11,122)	-
January	(27,950)	-
February	(8,483)	-
March	(6,200)	-
April	(11,850)	(1,000,000)
May	(12,900)	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	<u>(85,305)</u>	<u>(3,490,387)</u>
Sub-Total Available	341,395	25,385,335
<u>Other Considerations</u>		
GFOA/City Commission 25% Reserve		(13,000,000) est.
Estimate of Availability at 09/30/24	\$ 341,395	\$ 12,385,335

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	28,875,722	
Uses: #389-90-01			
October	(838,552)		Carryovers/ P.O's etc
November	(1,651,835)		Purchase of 148 N Federal Highway \$1,611,426
December			\$40,409- Surplus Carry Over for lease of modular offices
January			
February			
March			
April	(1,000,000)		CW Thomas GMP Funding
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>(3,490,387)</u>	
Estimated Balance Available 09/30/24		<u>\$ 25,385,335</u>	
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve		(13,000,000) est.	
Estimate of Availability at 09/30/24		<u>12,385,335</u>	



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 28, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ryan called the meeting to order at 7:03 p.m.

Present:

Mayor:	A. J. Ryan IV
Vice-Mayor:	Lori Lewellen
Commissioners:	Joyce L. Davis
	Tamara James
	Marco A. Salvino, Sr.
Deputy City Manager:	Candido Sosa-Cruz, 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

3.1 Alzheimer's Glow Initiative - *Sponsored by Commissioner Davis*

Commissioner Davis introduced the item. Melissa Lewis of Leadership Broward presented on the Alzheimer's Glow Initiative.

There was commission consensus to approve the initiative and change the fountain lights purple for the month of November.

3.2 2024 Juneteenth Special Event Application - *Parks and Recreation*

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

4. PROCLAMATIONS

Mayor Ryan requested approval for a retroactive approval for the Memorial Day Proclamation. There was consensus to approve the retroactive proclamation.

Commissioner James requested approval for a Juneteenth Proclamation for the next meeting. There was consensus to approve the proclamation for the June 11th agenda.

Commissioner Davis requested to have a proclamation for Mental Health Proclamation for the month of May. There was consensus to approve the proclamation and it will be read at the June 11th Commission meeting.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

Deputy City Manager Sosa-Cruz presented the City Manager's report and touched on the following topics:

- CORE program
- Born Learning Trail
- Partnerships with Developers, Investors and Business Owners
- Art Mural on City garage
- Recognition to the Marketing and Communications Division for the first-place award from the Florida Municipal Communications Association for the Pioneer Community Newsletter.

5.2 City Attorney

City Attorney Boutsis reminded the Commission of the June 5, 2024, City of Hollywood City Commission meeting to support the stay request for the Large User Wastewater Agreement.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- June 11, 2024 - CRA Board Meeting - 5 p.m.
- June 11, 2024 - Regular City Commission Meeting - 7 p.m.
- June 25, 2024 - Regular City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city and provided updates on the LPR trailer, the Homeless Outreach Team and illegal popup gatherings. He reported there was not a single issue at the beach over Memorial Day weekend.

Fire Chief Pellecer reported on call volumes in the City and gave an update on departmental activities including the Water Safety event at P.J. Meli Park, Career Day at Dania Elementary School and the completion of Life Safety Educator Training for car seat technicians. He provided the community with tips for hurricane season and commented that the department is ready to deal with this type of emergency.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Asher Sochaczewski - 5201 SW 31st Ave Apt #269, Dania Beach
- Joanna Granett – 450 SW 7th Street, Dania Beach

Discussion ensued regarding the RFP for the A.C. Frost house and approval of a rendering.

Deputy City Manager Sosa-Cruz confirmed that there was consensus for the RFP only to move the house and the underlying dilemma is that there has not been a straightforward vote consensus to do this. The city has received verbal quotes to move the house; in order to determine the cost for restoration, the city would need to hire a historic architect that does an assessment.

Public Services Deputy Director, Dincer Ozaydin explained the process once the architect is hired and the cost.

Mayor Ryan commented that the home has not been designated a historic structure with the County and there are not as many obstacles to go through.

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: May 7, 2024 City Commission Special Meeting

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 WITH ALLY ENGINEERING SERVICES, INC. FOR THE SOUTHEAST DRAINAGE PROJECT PHASE I CONSTRUCTION, ENGINEERING, AND INSPECTION (“CEI”) SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 23-020 IN THE AMOUNT OF SEVEN HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$798,624.75); 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, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY FOR COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM; 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 PROPER CITY OFFICIALS TO AMEND AN AGREEMENT WITH SALTZ MICHELSON ARCHITECTS FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE FIRE ADMINISTRATION EMERGENCY OPERATIONS CENTER AND TRAINING FACILITY (FAEOC), AND TO PROVIDE AN INCREASE TO THE PROJECT CONTINGENCY IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING DESIGN ENGINEERING AND PROJECT MANAGEMENT SERVICES FROM CRAVEN THOMPSON AND ASSOCIATES FOR THE OCEAN PARK NEW RESTROOM FACILITY AND CONVERSION OF EXISTING RESTROOM FACILITY INTO A STORAGE FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$470,672.00); 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, AUTHORIZING THE PROPER CITY OFFICIALS TO AMEND THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE SEWER LIFT STATION AND EMERGENCY BACK-UP GENERATORS PROJECT TO MODIFY THE SCOPE AND INCREASE THE PRICE BY ONE HUNDRED TWENTY-THREE

THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$123,375.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF SOFTWARE AND PROFESSIONAL SERVICES FROM MCCI THAT EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.9 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS BY THE CITY, AS MORE FULLY DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING FROM THE FLORIDA MUNICIPAL LOAN COUNCIL; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.10 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR FUNDING AND ADMINISTRATION OF THE YEAR 48 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) SOLAR LIGHT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.11 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SALE OF A CRA-OWNED PROPERTY LOCATED AT 608 WEST DANIA BEACH BOULEVARD, DANIA BEACH, FLORIDA (“PROPERTY”) TO TURN TWO CONSTRUCTION, INC., FOR THE PURPOSE OF DEVELOPING THE

PROPERTY FOR USE AS FOR-SALE, LOW-INCOME AFFORDABLE HOUSING (80% AMI) PRODUCT; AND IF NOT POSSIBLE AFTER SIX (6) MONTHS OF DILIGENT INQUIRY, TO OBTAIN A PURCHASER AT 80% AMI, TURN TWO CONSTRUCTION, INC., MAY SELL THE TOWNHOMES AS AFFORDABLE/WORKFORCE AFFORDABLE HOUSING PRODUCTS (UP TO 120% AMI); AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE DEED, WITH RESTRICTIVE COVENANT REQUIRING 30 YEARS OF AFFORDABLE HOUSING (80% AMI) AND/OR WORKFORCE AFFORDABLE HOUSING (120% AMI) AND RELATED DOCUMENTS FOR THE PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (CRA)

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO.: 24-010, TO MILLS ELECTRIC SERVICES, INC., FOR THE YEAR 48 CDBG SOLAR LIGHTS PROJECT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS (\$266,752.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

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

9.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-008, ENTITLED SW 52ND STREET STORMWATER IMPROVEMENTS PROJECT TO ATC ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED NINE HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$989,828.00); PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

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

9.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-014

SOUTHEAST DRAINAGE RETROFIT PROJECT, PHASE I TO RIC-MAN CONSTRUCTION FLORIDA, INC. IN AN AMOUNT NOT TO EXCEED SIXTEEN MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FIVE DOLLARS AND TWENTY-FOUR CENTS (\$16,815,805.24); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

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

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

None.

13. DISCUSSION AND POSSIBLE ACTION

13.1 City Issued Shirts for Board Members - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen introduced the item and mentioned that there are some board members who requested the possibility of having city shirts made for board members.

There was consensus to not have shirts and discuss another option to recognize board members at a future meeting.

13.2 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY'S CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

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

Commissioner James introduced the item.

Discussion ensued regarding the policy and amendments requested including the plaque on the art installation in the lobby.

Commissioner James made a motion to approve the resolution. The motion was seconded by Vice Mayor Lewellen which carried 4-1 with Mayor Ryan, Vice Mayor Lewellen, Commissioner James and Commissioner Salvino voting yes and Commissioner Davis voting no.

13.3 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 28-85, WHICH PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO INCLUDE GUIDELINES FOR PRESENTATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

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

Commissioner James introduced the item.

Discussion ensued amongst the Commission regarding duration and number of presentations to be allowed per Commission meeting.

Commission James clarified that this amendment is not to limit city or staff presentations.

Commissioner James made a motion to approve the resolution with the amendment to limit the Commission presentations to one per Commissioner at 7 minutes each. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis clarified that the plaque in the lobby came from her contingency funds. She congratulated Nannette and Susette on their award for the Pioneer Magazine. She commented that she attended the awards ceremony at Collins Elementary School with Dr. Jackson, the city was recognized as partners, and she was also recognized as Mentor of the Year for Broward County Public Schools. She said she attended a wonderful Memorial Day Service at American Legion Post 304 that included Post 209 for a joint ceremony. She wished everyone a Happy Father's Day.

15.2 Commissioner James

Commissioner James commented that although the plaque was from Commissioner Davis's contingency funds it was still taxpayer dollars, the plaque was not approved by the board. The art was approved, and she would like it to be uniform. She would like the plaque to be changed to include everyone's name. There was consensus for all names to be included on the signage.

15.3 Commissioner Salvino

Commissioner Salvino thanked staff and commented that he is proud of the city.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen congratulated Nannette and Susette on the award for the Pioneer magazine. She commented that the Memorial Day ceremony had a nice turnout, and it was nice seeing people gather in unity. She attended the Collins Elementary School award ceremony, and she brought back an award for the Dania Beach City Commission. She wished everyone a Happy Father's Day.

15.5 Mayor Ryan

Mayor Ryan commented that the city has a lot of rock stars on the commission. He recognized Commissioner Davis for Mentor of the Year with Broward County Public Schools. He thanked those that came out and supported Post 209 and Post 304 at their Memorial Day ceremony.

16. ADJOURNMENT

Mayor Ryan adjourned the meeting at 9:08 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 11, 2024 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

3.1 Legislative Update from Senator Jason Pizzo

This item was taken after item 5.3.

Senator Pizzo spoke about concerns with flooding, the ability to mediate between two cities and presented the legislative update.

3.2 Marty Kiar, Broward County Property Appraiser - *Sponsored by Mayor Ryan*

Marty Kiar thanked the Dania Beach staff and said they are the one of easiest in Broward County to work with. He provided information on assessments, exemptions, property values and title fraud.

3.3 Presentation of Florida Planning and Zoning Association - Innovation (Technology) Award to Community Development Department

Community Development Director Eleanor Norena introduced the item and presented the award that her team received. She thanked the City Commission and City Manager for always supporting her staff.

3.4 Special Event Applications - Parks and Recreation

- Neptune TNT Firework Sales
- Divers Cove
- Panther Firework Sale

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

3.5 Request for Approval - Proclamation - Code Enforcement Officers' Appreciation Week - June 3-7, 2024

Consensus to approve the proclamation.

4. PROCLAMATIONS

4.1 Mental Health Awareness Month - May 2024 - *Sponsored by Commissioner Davis*

Commissioner Davis read the proclamation into the record.

4.2 Juneteenth Day - June 19, 2024 - *Sponsored by Commissioner James*

Commissioner James read the proclamation into the record.

4.3 Code Enforcement Officers' Appreciation Week - June 3-7, 2024

This item was heard after item #3.5.

Mayor Ryan read the proclamation into the record.

Code Enforcement Manager Barbara Urow commented that she is happy to work with her colleagues and they are the best code enforcement officers she has ever worked with.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her managers report and touched on the following topics:

- Vac trucks and pumps to assist with upcoming rain event
- 2024 FMCA Outstanding Award for best newsletter

- New citywide signs
- Unveiling of new park and mural for Parks & Recreation Month in July
- Broward County Historic Preservation Board Public Hearing on June 20, 2024, for the Nyberg-Swanson House
- Landscaping initiatives, pressure cleaning, painting and parking passes for the Woman's Club
- Anticipated design of the Southeast Drainage project
- Summer camp

5.2 City Attorney

City Attorney Boutsis commented that she has been speaking to each of the commissioners regarding the Large Use Wastewater Agreement with the City of Hollywood. She is seeking consensus to proceed with the 164 process, which is the precursor to litigation.

There was commission consensus to proceed with the 164 process.

5.3 City Clerk - Reminders

City Clerk Riera reminded the Commission of the following upcoming meetings:

- June 25, 2024 City Commission Meeting - 7:00 p.m.
- July 9, 2024 CRA Board Meeting - 5:00 p.m.
- July 9, 2024 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala said the department is well prepared for the upcoming rain event and the highwater trucks are ready and will be out tonight. He provided an update on the Sean Kingston case, an armed robbery at a convenience store in the city, quality of life issues, a homeless outreach reunification and the driveway initiative at Davis Isles. He commented that he is looking forward to the upcoming CORE event.

Fire Chief Pellecer said BSO police and fire are ready to handle any emergency should they be needed. He commented that the department continues to prepare for the ISO visit scheduled August 13, 2024; they are finishing up hydrant inspections, pre-fire plans as well as continuing public education. He commented that the bay floor has been refinished and fire station 17 will have their classroom outfitted with a new projector and a state-of-the-art sound system. He noted that Assistant Chief Ben Rudbeck retired last week, and he was one of the original Dania Beach firefighters who started in 1994.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Mike Reut – 276 Ocean Club Blvd. Apt. 207
- Shawn De Rosa – 408 SE 5th Street
- Jessica Lizana – 117 SW 1st Avenue

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: May 14, 2024 City Commission Meeting

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 EXPENDITURE OF FUNDS TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR FISCAL YEAR 2023-2024 FOR SCANNING SERVICES FROM ADVANCED DATA SOLUTIONS, INC.; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM AMC SURVEILLANCE CAMERA AND ELECTRONICS, INC. (AMC), 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/I.T.)*

Approved under consent agenda.

8.5 RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND AUTHORIZING PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING AND RELATED PRODUCTS AND SERVICES FROM KOMPAN, INC. UTILIZING THE CITY OF CHARLOTTE, NORTH CAROLINA OMNIA CONTRACT AWARD NUMBER 2017001135 IN THE AMOUNT OF THREE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND

FORTY-FIVE CENTS (\$378,836.45) FOR THE MULLIKIN PARK FRDAP GRANT PROJECT; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-025-22MOD), SUBMITTED BY FIRST DANIA BEACH LLC, FOR PROPERTY LOCATED AT 46 SW 1ST AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Boutsis read the title of the ordinance into the record and noted this was a request for a continuance to the June 25th meeting.

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

Vice Mayor Lewellen made a motion to continue this item to the June 25, 2024 Commission meeting. The motion was seconded by Commissioner James which carried unanimously on voice vote.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13 ENTITLED “HEALTH AND SANITATION”, AT SECTION 13-21 ENTITLED “DEFINITIONS” TO PROVIDE FURTHER CLARITY TO THE DEFINITION OF NUISANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

City Attorney Boutsis read the title of the ordinance into the record and introduced the item.

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. Commissioner Davis was absent for the vote.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, ARTICLE 275, “LANDSCAPING REQUIREMENT; AT SECTION 275-195, ENTITLED “ARTIFICIAL TURF INSTALLATION”, OF THE CITY’S LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Deputy Director of Community Development Corinne Lajoie introduced the item. She noted that modifications were made for the drip line of the tree to five feet unless otherwise identified.

Mayor Ryan opened the floor to public comments, and the following spoke:

- Shawn DeRosa – 408 SE 5th Street, Dania Beach

Discussion ensued regarding the rules and regulations.

Deputy Director, Lajoie confirmed that the regulations would apply retroactively.

City Attorney Boutsis recommended taking out (A).

Public comments were closed.

Discussion continued regarding excluding pools with the setback and striking (A) from the ordinance. The Commission and staff agreed to continue the matter for further clarification.

Vice Mayor Lewellen made a motion to continue the item to the July 9, 2024 Commission meeting. The motion was seconded by Commissioner James which carried unanimously on voice vote.

13. DISCUSSION AND POSSIBLE ACTION

13.1 RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY ADMINISTRATION TO APPROVE AN “ARTIST ROSTER” IN ORDER TO ESTABLISH A LIST OF PRE-QUALIFIED ARTISTS TO WORK WITH THE CITY’S PUBLIC ART ADVISORY BOARD FOR THE IMPLEMENTATION OF THE CITY’S PUBLIC ART PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

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

Director of Community Development Eleanor Norena introduced the item.

Commissioner James made a motion to approve the resolution. The motion was seconded by Commissioner Davis which carried unanimously on voice vote.

14. APPOINTMENTS

14.1 General Employees Pension Board: 1 Vacancy (*Commission Appointment*)

Commissioner James made a motion to reappoint Jim Rizzo. The motion was seconded by Vice Mayor Lewellen which carried unanimously on voice vote.

15. COMMISSION COMMENTS

15.1 Commissioner Davis

Commissioner Davis congratulated all the graduates and commented that she was the keynote speaker for Dania Elementary's fifth grade promotion with Dr. Jackson. She thanked Dr. Jackson for all that he has done for the City of Dania Beach and Dania Elementary as he is retiring. She attended the first Oasis Project and thanked staff for their engagement with the community. She recognized Janet and Terrell Owens who were featured on Channel 4 for their greenery and landscaping and how they cool their home. She thanked all the employees who are out working in the heat and wants to ensure they are keeping hydrated. She wished her mother a Happy Birthday and a Happy Father's Day to her dad and all the wonderful men out there.

15.2 Commissioner James

Commissioner James congratulated those that are celebrating milestones and moments within their careers. She said the Oh Oh Oh school takeover was fantastic, and she thanked Mayor Ryan for getting involved. She congratulated the essay contest winners, Lucia Jiminez Morfoa of Dania Elementary, Madison Anderson of Collins Elementary and Z'Mya Shepherd of Olsen Middle School. Commissioner James commented that she attended the Collins Elementary leadership luncheon and she reminded everyone of the Juneteenth celebration coming up this weekend at Frost Park. She encouraged staff to not only advertise on social media but to spread the word to the associations for the Oasis Program. She is requesting \$2,126.00 from the commission contingency for hardships for summer camp kids; commission consensus was received. She is requesting to utilize \$600.00 of her contingency funds to cover items needed for safety issues as they are over budget due to additional liability items for the Juneteenth event. Commission consensus was received. She noted that she will be turning 40 on Thursday and wished everyone a Happy Father's Day.

15.3 Commissioner Salvino

Commissioner Salvino wished Commissioner James a happy birthday.

15.4 Vice-Mayor Lewellen

Vice Mayor Lewellen said she attended Olsen Middle school's 8th grade promotion ceremony, and the principal thanked the city for their assistance with keeping the school open. A graduate of the REACH program gave a speech and did a really great job. The principal mentioned since being at the school, she has increased their academics by 9% and they are almost at a B rating.

She wished all the father's a Happy Father's Day and advised everyone to stay safe getting home after the meeting.

15.5 Mayor Ryan

Mayor Ryan commented on the graduations at the schools within the city and congratulated Principal Giancarli on her improvements at Olsen Middle School. He commended the Commission for what they do in the community. He said Go Panthers, Happy Birthday Commissioner James and Happy Father's Day.

16. **ADJOURNMENT**

Mayor Ryan adjourned the meeting at 9:03 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

Approved:



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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

SUBJECT: Approval of the School Mitigation Agreement associated with the Regional Activity Center.

Request:

The Community Development Department is requesting City Commission approval of a new School Mitigation Agreement.

Background:

The Broward County Board of County Commissioners previously approved Broward County Land Use Text Amendments PC 03-6 in 2003 which established the Local Activity Center (LAC) which pre-dated the Regional Activity Center (RAC) that was established by Text Amendment PC 09-5 in 2009.

In 2003, the LAC permitted 2,465 residential units within the Activity Center. At that time, the City voluntarily agreed to mitigate the impact of these 2,465 residential units which required individual applicants to pay student station fees, in lieu of school impact fees, on a site-specific project basis. Since the approval of the LAC, all of these permitted 2,465 residential units have been built or are currently under construction.

In 2009, the City proposed, pursuant to Land Use Plan Amendment Application PC 09-5, establishing the expanded RAC which permitted the development of 7,818 residential units within the Activity Center. The School Board's staff determined that the additional 5,353 residential units did not cause any further student impacts and would thus be subject to the satisfaction of public school concurrency mitigation requirements or the payment of school impact fees. If no mitigation is required to satisfy public school concurrency, the residential units shall be assessed applicable school impact fees during the environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division [n/k/a Urban Planning Division].

These additional 5,353 residential units within the RAC were subject to public school concurrency and, if no mitigation was required to satisfy public school concurrency, the City voluntarily agreed that the units were assessed applicable school impact fees, on a site specific

project basis. Since the approval of the RAC, all of those permitted 5,353 residential units have been built or are currently under construction.

In 2024, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PCT 22-7, which allows for the development of an additional 4,000 residential units within the City's RAC. The additional 4,000 residential units will consist of 317 single family/duplex and 3,683 multifamily units. The additional residential units as proposed is anticipated to generate 1,263 (592 elementary, 242 middle, and 429 high school) additional students into Broward County Public Schools, as evidenced by the School Consistency Review Report issued dated February 29, 2024.

These additional 4,000 residential units shall be subject to public school concurrency review and payment of school impact fees if capacity is determined to be available at the impacted schools at the time of permitting. If, at the time of permitting, capacity is not available, pursuant to School Board Policy 1161, the developer will be required to propose proportionate share mitigation, known as a Student Station Fee. These Student Station fees are established in the School Mitigation Agreement which the City, Broward County and the School Board must all approve.

As a condition for approval of Land Use Plan Amendment PCT 22-7 granting the City 4,000 additional dwelling units within the RAC, the City is required to amend the existing School Mitigation Agreement with the School Board and Broward County to enable legal enforcement of the commitments made, and before any building permits can be issued for the additional 4,000 residential units in the Activity Center.

Budgetary Impact

None.

Recommendation

The Community Development Department recommends that the City Commission approve the resolution adopting the updated School Mitigation Agreement.

RESOLUTION NO. 2024-_____

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, THE BROWARD COUNTY SCHOOL BOARD, AND CITY OF DANIA BEACH FOR AN INTERLOCAL AGREEMENT EDUCATIONAL MITIGATION AGREEMENT DUE TO THE APPROVAL OF THE REGIONAL ACTIVITY CENTER (RAC) UNIT EXPANSION UNDER LAND USE PLAN AMENDMENT PCT 22-07, RATIFYING EDUCATIONAL MITIGATION AGREEMENTS RELATED TO PC 03-6 AND PC 09-5; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of County Commissioners previously approved Broward County Land Use Text Amendments PC 03-6, which established a “Local Activity Center” (“LAC”) and PC 09-5, which established a "Regional Activity Center" (“RAC”) in the City of Dania Beach; and

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PC 09-5, which designated 1,344 +/- acres as a RAC in the City of Dania Beach; and

WHEREAS, the City originally proposed pursuant to Land Use Plan Amendment Application PC 03-6 to permit 2,465 residential units within the LAC that will consist of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms), and 2,165 high rise units; and

WHEREAS, the City voluntarily agreed to mitigate the impact of these 2,465 residential units which required individual applicants to pay student station fees, in lieu of school impact fees, on a site specific project basis. In furtherance of the City’s voluntary mitigation agreement regarding the afore described student impacts, the City caused to be filed that certain Tri-Party Agreement recorded on 04/05/2005 in O.R. Book 39373, Page 1749 of the Official Records of Broward County, Florida (the “PC 03-6 Agreement”); and

WHEREAS, since the approval of the PC 03-6 Agreement all of these permitted 2,465 residential units have been built or are currently under construction; and

WHEREAS, sometime after the approval of PC 03-6, the City proposed pursuant to Land Use Plan Amendment Application PC 09-5 to permit the development of 7,818 residential units within the RAC that will consist of 2,348 single family (4 or more bedrooms), 2,333 townhouses (3 or more bedrooms), 972 garden apartments (3 or more bedrooms), and 2,165 high rise units (2

or more bedrooms). Of the 7,818 residential units, 2,465 units consisting of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms) and 2,165 high rise units (2 or more bedrooms) were previously approved via PC 09-5. During the School Board's staff review of the PC 09-5 application, it was determined that the additional 5,353 residential units did not cause any further student impacts and would thus be subject to the satisfaction of public school concurrency mitigation requirements or the payment of school impact fees. If no mitigation is required to satisfy public school concurrency, the residential units shall be assessed applicable school impact fees during the environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division [n/k/a Urban Planning Division]; and

WHEREAS, these additional 5,353 residential units within the RAC were subject to public school concurrency and, if no mitigation was required to satisfy public school concurrency, the City voluntarily agreed that the units were assessed applicable school impact fees, on a site specific project basis. In furtherance of the City's voluntary mitigation agreement regarding the afore described student impacts, the City caused to be filed that certain Tri-Party Agreement recorded on 06/26/2010 in O.R. Book 47333, Pages 1497 - 1537 of the Public Records of Broward County, Florida (the "PC 09-5 Agreement"); and

WHEREAS, since the approval of the PC 09-5 Agreement all of those permitted 5,353 residential units have been built or are currently under construction; and

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PCT 22-7, which allows for the development of an additional 4,000 residential units within the RAC. The additional 4,000 residential units will consist of 317 single family (four or more bedrooms) and 3,683 townhouses (three or more bedrooms). The additional residential units as proposed is anticipated to generate 1,263 (592 elementary, 242 middle, and 429 high school) additional students into Broward County Public Schools as evidenced by the School Consistency Review Report issued dated February 29, 2024; and

WHEREAS, these additional 4,000 residential units shall be subject to public school concurrency review and payment of school impact fees if capacity is determined to be available at the impacted schools at the time of permitting. If at the time of permitting capacity is not available, pursuant to School Board Policy 1161, the developer will be required to propose proportionate share mitigation; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that no application for a building permit shall be accepted by Broward County or by any municipality

without documentation that a finding of adequacy of school sites and facilities has been made by the School Board; and

WHEREAS, as a condition for approval of Land Use Plan Amendment PCT 22-7, the City was required to amend the existing PC 03-6 Agreement and the PC 09-5 Agreement with the School Board and Broward County to enable legal enforcement of the commitments made, and before any building permits can be issued for the additional 4,000 residential units in the Activity Center; and

WHEREAS, since the application for Land Use Plan Amendment PCT 22-7 incorporates additional residential units within the RAC, the City now wishes to update the PC 03-6 and PC 09-5 Agreements to modify the School Board-approved school mitigation to reflect the modified proposed unit mix in the RAC and the School Board has agreed with the student mitigation plan outlined herein; and

WHEREAS, the School Board requested the execution and recordation of this Agreement to accomplish the City's desire and intent; and,

WHEREAS, the City Commission finds it in the best interest of the City to approve the proposed interlocal agreement.

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

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

Section 2. That the Interlocal Agreement (ILA) between Broward County, Broward County School Board and the City of Dania Beach relating to additional units for the RAC under Land Use Plan Amendment PCT 22-07, ratifying educational mitigation agreements related to PC 03-6 AND PC 09-5 , 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 the City Manager and City Attorney are authorized to make minor revisions to the application as may be deemed necessary and proper for the best interests of the City.

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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”
School Resource Officer ILA
(See Following Pages)

Document prepared by and
Return recorded document to:

Marilyn Batista, General Counsel
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND PERFORMED.

EDUCATIONAL MITIGATION AGREEMENT
LAND USE PLAN AMENDMENT PCT 22-07
RATIFYING EDUCATIONAL MITIGATION AGREEMENTS
RELATED TO PC 03-6 AND PC 09-5

This is an Agreement, (hereinafter referred to as "Agreement") made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF DANIA BEACH, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY"

AND

THE SCHOOL BOARD OF BROWARD COUNTY, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD."

RECITALS

WHEREAS the Broward County Board of County Commissioners previously approved Broward County Land Use Text Amendments PC 03-6, "Local Activity Center", and PC 09-5, "Regional Activity Center", designating 1,344 +/- acres as a "Local Activity Center" and "Regional Activity Center", respectively [n/k/a "Activity Center"], in the City of Dania Beach, a description of which is attached hereto as Exhibit "A;" and

WHEREAS, the CITY originally proposed pursuant to Land Use Plan Amendment Application PC 03-6 to permit 2,465 residential units within the Activity Center that will consist of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms), and 2,165 high rise units; and

WHEREAS, the CITY voluntarily agreed to mitigate the impact of these 2,465 residential

units which required individual applicants to pay student station fees, in lieu of school impact fees, on a site specific project basis. In furtherance of the CITY's voluntary mitigation agreement regarding the afore described student impacts, the CITY caused to be filed that certain Tri-Party Agreement recorded on 04/05/2005 in O.R. Book 39373, Page 1749 of the Official Records of Broward County, Florida (the "PC 03-6 Agreement"); and

WHEREAS, since the approval of the PC 03-6 Agreement all of these permitted 2,465 residential units have been built or are currently under construction; and

WHEREAS, sometime after the approval of PC 03-6, the CITY proposed pursuant to Land Use Plan Amendment Application PC 09-5 to permit the development of 7,818 residential units within the Activity Center that will consist of 2,348 single family (4 or more bedrooms), 2,333 townhouses (3 or more bedrooms), 972 garden apartments (3 or more bedrooms), and 2,165 high rise units (2 or more bedrooms). Of the 7,818 residential units, 2,465 units consisting of 100 townhouses (3 or more bedrooms), 200 garden apartments (3 or more bedrooms) and 2,165 high rise units (2 or more bedrooms) were previously approved via PC 03-6. During the SCHOOL BOARD's staff review of the PC 09-5 application, it was determined that the additional 5,353 residential units did not cause any further student impacts and would thus be subject to the satisfaction of public school concurrency mitigation requirements or the payment of school impact fees. If no mitigation is required to satisfy public school concurrency, the residential units shall be assessed applicable school impact fees during the environmental review approval of construction plans by the Broward County Development and Environmental Regulation Division [n/k/a Urban Planning Division]; and

WHEREAS, these additional 5,353 residential units within the Activity Center were subject to public school concurrency and, if no mitigation was required to satisfy public school concurrency, the CITY voluntarily agreed that the units were assessed applicable school impact fees, on a site specific project basis. In furtherance of the CITY's voluntary mitigation agreement regarding the afore described student impacts, the CITY caused to be filed that certain Tri-Party Agreement recorded on 06/26/2010 in O.R. Book 47333, Pages 1497 - 1537 of the Public Records of Broward County, Florida (the "PC 09-5 Agreement"); and

WHEREAS, since the approval of the PC 09-5 Agreement all of those permitted 5,353 residential units have been built or are currently under construction; and

WHEREAS, the Broward County Board of County Commissioners approved Broward County Land Use Plan Amendment PCT 22-7, which allows for the development of an additional 4,000 residential units within the Activity Center. The additional 4,000 residential units will consist of 317 single family (four or more bedrooms) and 3,683 townhouses (three or more bedrooms). The additional residential units as proposed is anticipated to generate 1,263 (592 elementary, 242 middle, and 429 high school) additional students into Broward County Public Schools as evidenced by the School Consistency Review Report issued dated February 29, 2024, attached hereto as Exhibit "B"; and

WHEREAS, these additional 4,000 residential units shall be subject to public school concurrency review and payment of school impact fees if capacity is determined to be available

at the impacted schools at the time of permitting. If at the time of permitting capacity is not available, pursuant to School Board Policy 1161, the developer will be required to propose proportionate share mitigation; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that no application for a building permit shall be accepted by the COUNTY or by any municipality without documentation that a finding of adequacy of school sites and facilities has been made by the SCHOOL BOARD; and

WHEREAS, as a condition for approval of Land Use Plan Amendment PCT 22-7, the CITY was required to amend the existing PC 03-6 Agreement and the PC 09-5 Agreement with the SCHOOL BOARD and the COUNTY to enable legal enforcement of the commitments made, and before any building permits can be issued for the additional 4,000 residential units in the Activity Center; and

WHEREAS, since the application for Land Use Plan Amendment PCT 22-7 incorporates additional residential units within the Activity Center, the CITY now wishes to update the PC 03-6 and PC 09-5 Agreements to modify the SCHOOL BOARD-approved school mitigation to reflect the modified proposed unit mix in the Activity Center and the SCHOOL BOARD has agreed with the student mitigation plan outlined herein; and

WHEREAS, the SCHOOL BOARD requested the execution and recordation of this Agreement to accomplish the CITY's desire and intent.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY, CITY and SCHOOL BOARD agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The CITY does hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the following:
 - (i) that certain Tri-Party Agreement recorded on 04/05/2005 in O.R. Book 39373, Page 1749 of the Public Records of Broward County, Florida (the "PC 03-6 Agreement"); and
 - (ii) that certain Tri-Party Agreement recorded on 06/26/2010 in O.R. Book 47333, Pages 1497 - 1537 of the Public Records of Broward County, Florida (the "PC 09-5 Agreement").
3. IMPLEMENTATION OF AGREEMENT THROUGH THE CITY'S LAND DEVELOPMENT CODE

3.01 The CITY agrees that any application for new residential development within the Activity Center shall be subject to the imposition of educational mitigation in the manner set forth in the recorded Agreement and this Amended Agreement. The CITY shall consider an

amendment of its land development code no later than 90 days from the approval of this Agreement by the SCHOOL BOARD and the COUNTY to (a) require that any application for the additional residential units within the Activity Center shall be subject to the public school concurrency review process and, as applicable, the imposition of educational mitigation; (b) monitor and make certain that development within the Activity Center will be built as specified herein for residential type and mix.; and (c) authorize such action(s) as otherwise may be required to comply with this Agreement.

3.02 The CITY will require evidence of payment of the cost per student station, satisfaction of public school concurrency mitigation requirements, or the payment of school impact fees, whichever is applicable, for units within the Activity Center, from individual applicants prior to the issuance of building permits.

3.03 The CITY shall notify the Superintendent of Schools or his/her designee upon plat or site plan approval of any residential project authorized pursuant to Land Use Plan Amendment PCT 22-7. Notification shall include project location and number and type of units at time of plat or site plan approval and shall be confirmed by the CITY at time of building permit.

3.04 Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Urban Planning Division for a building permit for the construction or erection of a residential building located within the Activity Center, the CITY shall identify the specific type of residential unit and treatment (i.e., previously approved Activity Center units, Activity Center units subject to public school impact fees or Activity Center units subject to school concurrency mitigation) and provide written notification to the Broward County Urban Planning Division.

3.05 The CITY, its successor and assigns, agrees that no building permits or certificates of occupancy shall be obtained from the CITY for residential development of land within the Activity Center until the Student Station Unit Cost is paid, public school concurrency mitigation requirements have been satisfied, or school impact fees have been paid, as appropriate. Nothing herein shall waive or affect the right of the COUNTY and/or SCHOOL BOARD to otherwise require the CITY to comply with the conditions of Land Use Plan Amendment PCT 22-7 or this Agreement by any remedy provided by law or equity.

4. PAYMENTS. During environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Urban Planning Division for a building permit for the construction or erection of a residential building located within the Activity Center, an applicant shall pay Student Station Unit Cost for units within the Activity Center, satisfy public school concurrency mitigation, or pay school impact fees for the remainder of the units in the Activity Center.

5. EDUCATIONAL FACILITIES. The monies paid by the owner(s) and/or developer(s) pursuant to this Agreement shall, pursuant to School Board Growth Management Policy, and as applicable, the Broward County Land Development Code, be used to provide educational facilities to serve students generated by the 7,818 (via PC 09-5) and the additional 4,000 (via

PCT 22-7) residential units in the Activity Center. The CITY recognizes and agrees that, even if such monies are not directly utilized to meet the educational needs of the future residents of the area within the Activity Center, the use of such monies will indirectly benefit such development by making other funds available to directly meet those needs. The CITY requests the SCHOOL BOARD to consider allocating a portion of the collected cost per student station to schools located within the City of Dania Beach.

6. TRANSMITTAL OF FUNDS TO THE SCHOOL BOARD. The COUNTY agrees to remit quarterly to the SCHOOL BOARD the Student Station Unit Cost or school impact fees collected for the Activity Center dwelling units to be spent by the SCHOOL BOARD in accordance with School Board Growth Management Policy.

7. NOTICES. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Urban Planning Division
1 North University Drive, Box 102
Plantation, FL 33324

For the SCHOOL BOARD

Superintendent of Schools
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue
Fort Lauderdale, FL 33301

With a copy to:

Director, Facility Planning & Real Estate
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
600 Southeast 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301

For the CITY:

City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

8. RELEASE. When all of the obligations set forth herein are fully paid and performed, at the request of CITY or its successor and upon payment of any applicable fees, and subject to the approval of the SCHOOL BOARD, the COUNTY shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel, the payment of the Student Station Unit Cost, satisfaction of the public school concurrency mitigation, or payment of the school impact fees and the issuance of a building permit shall constitute evidence that the divisible portion of the obligation has been satisfied.
9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Court of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
10. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
11. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
12. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
13. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY, CITY and SCHOOL BOARD.
15. COUNTERPARTS. This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.
16. RECORDING. This Agreement shall be recorded in the Official Records of Broward County, Florida, at the CITY's expense, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the CITY, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.

17. The PC 03-6 Agreement, the PC 09-5 Agreement, and this Agreement constitute the entire agreement with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties. In the event of a conflict between the terms, covenants, restrictions and conditions of the PC 03-6 and/or the PC 09-5 Agreement and this Agreement, the terms of this Agreement shall control and prevail.

18. The undersigned hereto expressly covenant and represents that he/she has the authority to enter into this Amended Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2024, THE BROWARD SCHOOL BOARD OF BROWARD COUNTY, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2024, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Monica Cepero
ex officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Nan H. Rich, Mayor

____ day of _____, 2024

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

____ day of _____, 2024

PROPOSED

SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Lori Alhadeff, Chair

Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form:

Marilyn Batista, General Counsel

CITY

WITNESSES:

ATTEST:

Elora Riera, MMC, City Clerk

CITY OF DANIA BEACH

By _____
A. J. Ryan, Mayor
____ day of _____, 2024

By _____
Ana M. Garcia, City Manager
____ day of _____, 2024

APPROVED AS TO FORM:

By _____
Eve A. Boutsis, City Attorney

EXHIBIT "A"

ACTIVITY CENTER PCT 22-7

LEGAL DESCRIPTION

PROPOSED

EXHIBIT "B"

**SCHOOL CONSISTENCY REVIEW REPORT
(Land Use Plan Amendment PCT 22-7)**

PROPOSED



City of Dania Beach Public Services Memorandum

DATE: 6/25/2024

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: APPROVAL OF A RESOLUTION TO WAIVE THE COMPETITIVE BID
PROCESS FOR THE PROCUREMENT OF BUS BENCH MAINTENANCE
SERVICES

Request:

The Public Services Department (PSD) is requesting approval of a resolution to waive competitive bidding for the procurement of bus bench advertising, cleaning and repair services utilizing Statute 337.408 which allows a municipality to enter into an agreement for the installation and maintenance of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads.

Background:

The City has the ongoing need to maintain and repair 43 advertising bus stop benches located throughout the city. For several years, these structures were maintained by a contractor that paid annual fees to the City from the sales revenues generated by advertisements displayed on each bench. PSD deemed the service to be of high quality and generally reliable. The proposed contract with Insite Martin Outdoor, LLC, a contractor that currently provides bench maintenance and repair services throughout the city. The previous agreement generated approximately \$9,117.72 in revenue for the city. The proposed contract is projected to generate approximately \$2,734.80 more annually than previously and increase by two percent annually over 10 years, while the scope of maintenance and repair services will remain the same.

Budgetary Impact

There is no financial obligation to the City. The agreement will generate approximately \$11,852.52 in annual revenue in the first year and increase by two percent for the subsequent nine years. All revenues will be allocated to the Streets Repair and Maintenance Services Account No. 001-39-06-541-46-60.

Recommendation

PSD recommends approval of a resolution to waive competitive bidding for the procurement of bench advertising, cleaning, and repair services and to enter into an agreement for these services with Insite Martin Outdoor, LLC.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO WAIVE COMPETITIVE BIDDING FOR BUS STOP SHELTER ADVERTISING, MAINTENANCE AND REPAIR SERVICES UTILIZING FLORIDA STATUTE 337.408 ENTITLED “REGULATION OF BUS STOPS, BENCHES, TRANSIT SHELTERS, STREET LIGHTS POLES, WASTE DISPOSAL RECEPTACLES, AND MODULAR NEWS RACK WITHIN RIGHT-OF-WAY” AND TO ENTER INTO AN AGREEMENT WITH INSITE MARTIN STREET ADS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is requesting approval to waive competitive bidding for bus bench advertising, repair and maintenance services utilizing Florida Statute 337.408 which allows a municipality or county the ability to authorize the installation, without public bid, of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads; and

WHEREAS, the City has utilized this service from Insite Martin Street Ads, LLC for over 10 years and is fully satisfied with the level of service; and

WHEREAS, the proposed agreement includes a 30 percent increase in the rate over the previous one, representing roughly a \$2,700.00 increase in annual revenue to the City; and

WHEREAS, this agreement would be in effect for 10 years, with a renewal option of five years. The proposed contract is projected to generate approximately \$11,852.52 in the first year’s annual revenue and increase by two percent (2%) annually over 10 years.

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

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

Section 2. That the proper City officials authorize approval to utilize Florida Statute 337.408 and to enter into an Agreement with Insite Martin Street Ads, LLC (d/b/a Insite Street Media), which Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 3. That all revenues from this agreement shall be allocated to Streets Repair and Maintenance Services Street Account No. 001-39-06-541-46-60 approved annual budget appropriations.

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
INSITE MARTIN STREET ADS, LLC (D/B/A INSITE STREET MEDIA) TO
PROVIDE MAINTENANCE OF CITY-WIDE BUS BENCHES AND TRASH
CANS SERVICES**

This is an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Insite Martin Street Ads, LLC (d/b/a Insite Street Media, a foreign limited liability company registered to conduct business in Florida (the "Contractor") with its principal mailing address of 15303 Ventura Blvd, Suite 1490, Sherman Oaks, CA 91403 pursuant to Florida Statutes Section 337.408, for providing City-wide bus bench maintenance.

WHEREAS, this Agreement reflects bus stops and cleaning services one (1) time per week, for all locations as further described in Exhibit A.

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:

ARTICLE 1.0
SERVICES AND RESPONSIBILITIES

1.1 The Contractor's responsibilities to the City under this Agreement are to provide maintenance of City-wide bus benches and trash cans services as further described in the Scope of Services in Exhibit "A", a copy of which is attached to, made a part of and is incorporated into this Agreement by this reference.

1.2 Contractor represents to City with full knowledge that the City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided by Contractor, pursuant to the terms of this Agreement.

1.3 The Contractor further represents to the City that it is properly licensed under all applicable federal, state and local agencies to provide the services specified under this Agreement. If any of the Contractor's licenses are revoked, suspended or terminated for any reason by any governmental agency, Contractor shall notify the City immediately.

1.4 Contractor guarantees all services and shall immediately correct any defects, or any deficiencies associated with those services, which may appear upon written notification by the City.

1.5 Pursuant to Florida Statutes 337.408(1), Benches, including advertising displayed on benches, may be installed within the right-of-way limits of any municipal, for the comfort or convenience of the general without public bid, of

Benches together with advertising displayed thereon within the right-of-way limits of such roads. All installations shall be in compliance with all applicable laws and rules, including, without limitation, the Americans with Disabilities.

1.6 The City grants to Contractor the right to display appropriate advertising, as identified in the attached Exhibit "B," which is made a part of and incorporated into this Agreement by reference, by installing and maintaining bus benches with such advertising within the City, at locations approved by the City. A list of the bus bench locations is attached as Exhibit "C", which is made a part of and incorporated into this Agreement by this reference. Contractor shall be required to obtain the City Manager's advanced written authorization for the installation of new bus benches in the City, at any new locations. The City Manager shall approve the configuration and location of each bus bench and they shall be in compliance with the design and construction standards established in this Agreement. For each bus bench that is to be added, the Contractor shall update the list described in Exhibit C, accordingly. Contractor shall be responsible for obtaining all permits for the installation of the bus benches.

1.7 The styles of the bus benches have been selected and approved by the City (see Exhibit C, referenced above). Any and all costs associated with styles and colors of the bus benches shall be borne solely by Contractor, and the City shall have no liability for such incurred costs. Contractor shall not be permitted to erect, place or install any additional bus benches in the City without prior written approval from the City.

1.8 At all times, Contractor shall install at its sole cost and maintain the bus benches in a safe condition and shall make periodic inspections to ascertain that all benches are safe and kept in good condition. Contractor shall maintain each bus bench in a good state of repair and appearance and shall keep a ten foot (10') area surrounding each bench free of debris, high grass, weeds and rubbish. Contractor shall also be responsible for maintaining associated trash receptacles in good condition at all times. Contractor will maintain the bus benches at least one time per week, or as often as reasonably required including sweeping, cleaning, removal of litter and debris around each bench, properly empty the trash cans at each bus bench site, weed eating around concrete pads, benches, and repair of damaged benches and maintain the benches free from graffiti, litter and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion of the City such activities are deemed to be insufficient. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches on a scheduled basis, as approved in writing by the City Manager. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.

1.9 Contractor shall replace and repair any and all damaged or defaced benches or individual bench components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bus bench dangerous, the Contractor will make the bench safe within four (4) hours and will effect a permanent repair within a mutually agreed upon time.

1.10 Removal of Benches. If upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench or a concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if Contractor fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice, the Contractor's rights in the bench will be terminated. Such termination will not excuse the Contractor from the payment of the cost of removal and storage of the bench, removal of the pad, and storage, if applicable, and restoration of the site.

1.11 In the event that a bus bench unit is destroyed through the intentional or negligent act of any third party, or is damaged or destroyed by any act of nature, war, riot or other major upheaval (a force majeure), or in the opinion of the City or Contractor, the immediate area surrounding bus bench poses a legitimate hazard to the safety of the bench user as a result of any such force majeure, Contractor shall have the right, on a temporary emergency basis to remove, replace or relocate the bus bench unit to a temporary location, so long as the location meets all other criteria provided in this Agreement. Any temporary or emergency relocation of a bus bench shall remain effective until such time as Contractor, the City or the abutting property owner has cured the hazard.

1.12 Contractor shall provide to the City, for the sole and exclusive use of the City, a quarterly report identifying (1) the location of each bench in the City; (2) the name of any advertiser posted on it; and the advertising revenue per bench.

1.13 The City shall not be liable to Contractor for any monies or compensation for the use of such benches at any location within the City, and the sole compensation to be derived by Contractor is that which may be derived from such advertising as will appear on such benches. Further, Contractor shall not be liable to the City for any rentals, monies, profits or returns derived from any of the bus bench advertising.

1.14 Contractor agrees that the Florida Department of Transportation "Comfort and Convenience Benches-Uniform Guideline", as amended from time to time, shall be implemented as a part of this Agreement. A copy of the current "Comfort and Convenience Benches-Uniform Guideline" is attached as Exhibit "D", which is made a part of and incorporated into this Agreement by this reference. If, however, any portion of that document conflicts with the provisions in this Agreement, the provisions of this Agreement shall prevail.

1.15 Contractor shall promptly remove and replace any bench for the purpose of repairing, renovating or replacing same after written notice from City. Contractor shall remove, repair, renovate or replace the benches within a reasonable period of time not to exceed seventy-two (72) hours from the date of the notice. Any such removal, repair, renovation or replacement shall be at the sole expense of Contractor. In the event the bench is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned, and City shall have legal right to treat the bench in any manner it deems necessary, including but not limited to its removal, repair, renovation or replacement at

Contractor's expense.

Although the City has the right to request removal, the total number of authorized benches shall remain as provided above.

1.16 City shall have the right to request removal or relocation of a bench if the continued maintenance of the item at the location concerned will obstruct traffic, obstruct traffic views or create a hazard to public safety, welfare, convenience, or if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to City concerning the continued maintenance of the bus bench at that location.

1.17 Contractor agrees to remove language, any design or advertising that the City in its sole and exclusive discretion deems to be immoral, obscene, lascivious or unacceptable for any reason or for no specified reason. It is further agreed that if the City and Contractor disagree as to whether the objectionable language, design or advertising is immoral, obscene, lascivious or unacceptable, the judgment of the City shall prevail, and Contractor must abide by the City's demand for removal. In addition, Contractor shall be prohibited from placing any advertising with respect to City political campaigns, whether the campaigns involve City issues or offices, on any bus benches.

1.18 Contractor agrees to remove any graffiti that may be placed on any bus benches within three (3) days of written notification from the City.

1.19 There shall be no advertisement or sign on any bus bench that displays the word, "Stop", "Look", "Danger", or any other word, phrase, symbol or character that may interfere with, mislead, or distract pedestrians or vehicular traffic.

ARTICLE 2.0 TERMS AND CONDITIONS

2.1 TERM: The term of this Agreement shall be for a ten (10) year contract from date first appearing above.

2.2 RENEWAL: In the event City determines the Contractor to be in full compliance with this Agreement and Contractor's performance to be satisfactory, then City, at its sole option, may renew this Agreement for an additional five (5) year term under the same terms and conditions of this Agreement by mutual consent, in writing, by both parties.

2.3 In the event the services are scheduled to end either by expiration or by termination by the City (at the City's sole discretion), the Contractor shall continue the services, if requested by the City, until new services can be provided by an alternate Contractor chosen by the City. At no time shall this transitional period extend for more than one hundred twenty (120) days beyond the expiration date of the existing Agreement. The Contractor will be reimbursed for those services at the rate in effect when this transitional period clause is invoked by the City.

2.4 Both parties agree that the Agreement includes 28 bus stops and benches and A maintenance schedule for each bus stop and bench of one (1) time per week or as often as reasonably required.

ARTICLE 3.0
TERMINATION OR SUSPENSION OF AGREEMENT

3.1 Any violation of this Agreement shall be brought to the attention of the party by the party which charges such violation and a notice in writing shall be directed to the one charged with the violation to cease such violation within five (5) days from the receipt of the written notice. In the event this Agreement is cancelled because of a violation by Contractor, Contractor agrees to indemnify the City for any damages suffered by City as a result of it.

3.2 Neither party shall attempt to terminate or cancel this Agreement, whether by court action or otherwise, without having provided the other party with fifteen (15) days' written notice of any alleged violation of it, together with a demand that such violation be cured within an allotted time as deemed reasonable by the City, taking into account the nature of the violation. If the alleged violation is cured within the time frame specified by the City, the alleged violation shall be considered withdrawn.

3.3 At the conclusion of the term of this Agreement, City shall have the sole and exclusive right to require Contractor to remove all of the previously installed bus benches located within the City. Any bus benches remaining thirty (30) days after the term expires shall be deemed abandoned and City shall dispose of them as it sees fit.

3.4 When the City terminates this Agreement, the Contractor shall not be entitled to receive any further payment until the services are completed and approved by the City.

- i. All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case of damages and expenses so incurred by the City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to the City the amount of such excess.
- ii. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

3.5 TERMINATION BY EITHER PARTY FOR CONVENIENCE. Either the City or the Contractor may terminate this Agreement for convenience upon fifteen (15) day's advance notice to the other party (delivered by certified mail, return receipt requested), of intent to terminate and the date on which such termination becomes effective. In such case, if the City terminates for convenience, the Contractor shall be paid for all acceptable services performed prior to the termination and shall not be entitled to any other costs, fees or payment.

3.6 SUSPENSION OF AGREEMENT BY CITY FOR CAUSE. The City may order the Contractor in writing to suspend or delay services, in whole or in part, for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance coverage required under this Agreement. Any delay in the services caused by a lapse in coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions under this Agreement concerning Contractor delay.

3.7 SUSPENSION BY THE CITY FOR CONVENIENCE.

A. The City may, without cause, order the Contractor in writing to suspend or delay services, in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension.

B. If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the contract sum for increases in cost of performance of the Contract, resulting directly from the suspension or delay, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- i. that performance is, was, or would have been so suspended or delayed by another cause for which Contractor is responsible;
- ii. that the Contractor fails to adequately document the costs increase;
- iii. that the Contractor would have incurred the cost increase regardless of the suspension or delay; or
- iv. that an equitable adjustment is made or denied under another provision under this Agreement.

ARTICLE 4.0 COMPENSATION AND METHOD OF PAYMENT

4.1 Contractor shall pay a fixed, per unit monthly fee as identified in Exhibit E for all City bus benches, per month, or a base fee of \$22.97, per bench/\$987.11/per month, or twenty percent (20%) of net profits, whichever is greater. There shall be an annual increase of two(2) Percent, per bench. This shall be paid to the City on a prorated basis. Payment must be made by certified check, cashier's check or a company check drawn on a bank with Florida offices and made payable to the City of Dania Beach, Attention: Finance Department, 100 West Dania Beach Boulevard, Dania Beach, FL 33004. Contractor shall pay the City an advance fee of \$10,000.00 of such revenue within thirty (30) days of the renewal date if the City elects to extend the contract for the second year at that time. Contractor will keep track of payments owed to the City and such payments will be deducted from the advance payment until the \$10,000.00 is reduced to zero. Once the \$10,000.00 is exhausted payments will be made on a monthly basis.

4.1 City's acceptance of services shall constitute a waiver of all claims by the City, except for any or all claims arising from the guarantee in this Agreement, unsettled liens, lawsuits, deficiencies or faulty services appearing after final payment is made to the Contractor for such services. The acceptance of payment shall constitute a waiver of all claims against City by the Contractor.

4.2 Contractor shall, before any final payment is made by City, provide City copies of releases of all liens from any and all subcontractors, materials' providers and the like, who or which supplied or furnished any labor, services or materials that were used in the performance of the services. Contractor shall then furnish the City with a "No Lien Affidavit", if applicable. Final payment shall be made upon submission by the Contractor of evidence satisfactory to the City that all payrolls, materials' bills and other costs incurred by the Contractor in connection with the services, have been paid in full, and after all guarantees and specifications for products, materials, or both, incorporated into the services that appear in this Agreement, have been furnished to and found acceptable by the City.

ARTICLE 5.0 **CHANGES IN SCOPE OF SERVICES**

5.1 City or Contractor may request changes that increase, decrease or otherwise modify the services, as described in this Agreement. These changes may affect the compensation, and, if so, they must be described in a written Amendment to this Agreement, executed by the authorized agents of both of the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from, the services described in Exhibit "A" attached to this Agreement without the City's advance written consent.

ARTICLE 6.0 PROTECTION OF CITY'S PROPERTY

6.1 At all times during the performance of this Agreement, the Contractor shall protect the City's property and the property of others, from all damage whatsoever on account of Contractor's performance of the requested services.

ARTICLE 7.0 INDEMNIFICATION

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

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by it, or anyone

for whose acts any of them may be liable in the performance of the services;

- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the services;
- (c) liens, claims, actions made by the Contractor or any other authorized party performing the services;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to contract or in an attempt to collect monies due or claimed to be due to the City.

ARTICLE 8.0 INSURANCE

8.1 The Contractor shall not commence any services under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of it or any Subcontractor to commence any services on any subcontract until the Subcontractor and all coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

8.2 All certifications of insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the state of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "Best's Key Rating Guide", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

8.3 Coverages shall be in force until all services required to be performed under the terms of the Agreement are satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE ANY SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICES CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT CONCERNING THE CONTRACTOR'S DELAY.**

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

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

8.6 **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)** 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and "The City of Dania Beach, Florida" is named as an Additional "Named" Insured; The products and completed operations coverage shall apply for the City as additional "named" insured for a period of no less than five (5) years following the completion of the Project. Contractor's products and completed operations policy shall have no time limitation on the coverages for the City's additional "named" insured status. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04), Contractor's insurance shall be primary and non-contributory; and Waiver of Subrogation in favor of the City.

8.7 **WORKERS' COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors. In the case any services are sublet as otherwise addressed in the Agreement or RFP Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

8.8 Employer's Liability Part B shall be in an amount of no less than One Million Dollars (\$1,000,000.00) each accident, and One Million Dollars (\$1,000,000.00) annual aggregate. In no event shall the Contractor be permitted to utilize in the prosecution of the services, the following:

any employee, subcontractor or subcontractor employees, who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or

any employee, subcontractor or subcontractor employees, who will be covered by an employee leasing arrangement.

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

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

8.10 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate, to include coverage for owned, hired, and non-owned vehicles.

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

- "The City of Dania Beach, Florida" is named as an Additional "Named" Insured;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of City.
- If any subcontractor is used for any portion of any services, then such subcontractor shall provide all insurance coverages as the Contractor.

8.12 The Contractor shall hold the City, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to perform the services. The City reserves the right to require Contractor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability. Current Certificates of Insurance shall be provided and on file with the City at all times.

ARTICLE 9.0 INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. Contractor agrees that it is not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act, minimum wages' laws and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal

Unemployment Tax Act, the provisions of the Internal Revenue Code, the Florida Workers' Compensation Act, and the Florida unemployment insurance law. The Contractor shall retain sole and absolute discretion and exercise its judgment as to the manner and means of carrying out Contractor's activities and responsibilities toward completion of services. Administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this Agreement. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages, overtime premiums or both.

ARTICLE 10.0 BANKRUPTCY

10.1. It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and provisions of Article 3 will be enforced at City's discretion.

ARTICLE 11.0 **DEFAULT OF AGREEMENT AND REMEDIES**

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

ARTICLE 12.0 DISPUTE RESOLUTION

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

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and

jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

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

ARTICLE 13.0 MISCELLANEOUS

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

13.2 Signature of this Agreement by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

13.3 Any of Contractor's employees who may come into contact with the public shall perform their duties in an efficient and courteous manner. Contractor shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from their duties. Contractor shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement.

ARTICLE 14.0 ASSIGNMENTS AND AMENDMENTS.

14.1 This Agreement, and any interests in it, shall not in whole or in part be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of or controlling interest in Contractor shall constitute an assignment which requires City approval. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement and all rights of Contractor under this Agreement will terminate.

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

ARTICLE 15.0 **NO CONTINGENT FEES.**

15.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 16.0 NOTICES

16.1 Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for giving notice shall remain as set forth below until they have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for giving of notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Copies to: Eve A. Boutsis, City Attorney
City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Contractor: Insite Street Media
15303 Ventura, Blvd, Suite 1490
Sherman Oaks, CA 91403
Municipal@InSiteSM.com

ARTICLE 17.0 PUBLIC RECORDS

17.1 Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for

any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

Upon completion of the Services under this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided in this Agreement.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:

**ELORA RIERA, MMC
CITY CLERK
100 W. Dania Beach
Boulevard Dania Beach,
Florida 33004 954-924-9800,
Ext. 3624
eriera@daniabeachfl.gov**

ARTICLE 18.0 BINDING AUTHORITY

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

ARTICLE 19.0 HEADINGS

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

ARTICLE 20.0 SEVERABILITY

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

ARTICLE 21.0

ALL PRIOR AGREEMENTS SUPERSEDED

21.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21.2 The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

ARTICLE 22.0 EXTENT OF AGREEMENT

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

ARTICLE 23.0 WAIVER

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

ARTICLE 24.0 CONFLICT

24.1 In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

ARTICLE 25.0 OWNERSHIP

25.1 It is agreed that the benches provided under this Agreement will remain property of the Contractor and on the terminating of this Agreement shall be removed by the Contractor, unless otherwise agreed to by the parties in writing.

ARTICLE 26.0 PROPERTY TAX

26.1 The parties agree and expressly confirm that the City has conferred upon the Contractor certain exclusive license rights to use municipal lands in connection with, and solely in accordance with, the terms of this Agreement. The Contractor has no leasehold, tenancy, or any other interests or rights of any nature whatsoever in any real property of the City in connection with the execution, delivery, and performance of this Agreement by the parties. Further, the City shall not impose any form of occupancy or property tax of any kind on the Contractor associated with the bus benches installed under this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement effective as of _____, 2024.

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV, MAYOR

APPROVED AS TO LEGAL FORM:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

Insite Martin Street Ads, LLC (d/b/a Insite Street Media, a foreign limited liability company registered to conduct business in Florida

Signature

PRINT Name

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024, by _____ as _____ of Insite Martin Street Ads, LLC (d/b/a Insite Street Media, a foreign limited liability company registered to conduct business in Florida, on behalf of the company He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

State of _____

My commission expires:

EXHIBIT "A"

SCOPE OF SERVICES

1. The Contractor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining bus benches. Benches will be placed on public property or within the public right-of-way at locations approved in advance in writing by the City. Benches shall be constructed in full accordance with the latest edition of the Florida Building Code or other applicable codes or regulations.
2. All benches shall be constructed of first class materials. Contractor shall, at its expense, maintain all such benches in "like new" condition during the entire term of the Agreement and the City shall have the right to inspect such benches periodically to determine their condition. Contractor shall replace or recondition to the satisfaction of the City any benches that the City determines are no longer in "like new" condition.
3. The Contractor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus benches approved and designated by the City. The determination of objectionable, obscene or pornographic advertising shall be the sole right of the City and its decision on these matters shall be final.
4. Any bus bench deemed to endanger life or property by the city "Engineer , Chief Building Official or both shall be removed within one (1) day after which notification is given by City to Contractor.
5. All bus benches shall be placed in accordance with the provisions of the Florida Administrative Code, as amended and Florida Statutes, Section 337.408 as amended, The Florida Building Code, and the Americans with Disabilities Act. In addition, the location of bus

benches shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and the Florida Department of Transportation.

6. All bus benches shall meet the accessibility criteria for persons with disabilities as set out in federal, state and local law and regulations including but not limited to, Florida Statute Sections 337.408 and 553.503, as amended. Contractor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus benches and from behind or beside the benches to an existing sidewalk abutting a right-of-way. All benches of any kind must provide raised dividers to discourage sleeping on any bench. The size of benches shall be approved in writing by the City. The Contractor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus benches. The Contractor, its qualifier or both, shall be responsible for requesting and passing all necessary inspections.

The Contractor agrees to make accessible to the City (upon 30 days written notice), 10% of the unsold, available benches for use by the City, free of charge for public service messages or advertising for municipal purposes. The City will be responsible for the cost of designing, producing, and supplying such public service messages to the Contractor. The Contractor will be responsible for installing and removing the messages. The Contractor will install the City messaging on the 15th of the month following the date of receipt of a final copy of the City messaging. The Contractor will install the City promotional messaging as a part of its regular posting procedures. Signs will be installed and removed only on the 15th of each month following the date of receipt of a finished copy of the City messaging.

SPECIFICATIONS

The City requires that the Contractor ensure that the bus benches meet or exceed the technical specifications described below.

GENERAL

1. Contractor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with such codes at all times and obtain all necessary permits.

2. All liability related to operation, construction, installation and repair of bus benches shall be the sole responsibility of the Contractor.
3. Contractor shall obtain annual premises permits for repair and maintenance from
-the City's building department, if the department requires them.
4. All benches shall be identified by a separate number to be installed on each bench and in an area on each that is mutually selected in writing by the parties.

DESIGN QUALITIES

1. Figure 3, attached and named by reference, depict the acceptable bus bench designs.
 - a. All benches shall have ventilated seating for the comfort of bus patrons and shall be constructed of top grade materials. Advertising benches shall have an integral back design with minimum dimensions of six (6) feet wide by two (2) feet deep.
 - b. Benches shall be constructed of galvanized steel or other rust resistant material with durable, abrasion resistant, electrostatic paint surface coating.
 - c. Stainless steel connections shall be provided when secured to the concrete pad, and utilize cover plates. Hardware shall be tamper resistant.
 - d. Seating shall accommodate a minimum of three (3) persons by use of a seating bench with dividers to discourage sleeping on such benches.
 - e. Benches shall have a trash receptacle of appropriate size containing the same characteristics as the bench design.
 - f. Bus benches must include the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.

ADVERTISING PANEL

1. The advertising display shall be displayed on the front side of the seatback integral to each installation.
2. The advertising display shall be no greater than six (6) feet wide by two (2) feet deep.

PLACEMENT

1. A minimum of a six (6) foot setback from the adjacent roadway or edge of driveway shall be maintained. In curbed roads, a minimum of a thirty six (36) inch setback from the back of curb shall be maintained.
2. A minimum of a three (3) foot sidewalk clearance shall be maintained.
3. Benches shall not be located within twenty five (25) feet of right of way intersection corners, any fire hydrant, fire or police call box or any other emergency facility.
4. No bench shall be placed in the median of a divided roadway.
5. Only one (1) bench per bus stop will be allowed unless otherwise directed by the City.

EXHIBIT "B"
ADVERTISING
CONSENT

1. The Contractor is responsible for production and marketing services for all advertisements. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort.
2. The Contractor must be capable of acquiring both local and national advertising contracts.
3. Advertisements that include, but not limited to, the following content shall be prohibited:
 - a. Advertisements promoting the sale of alcohol within 500 feet of a church, school or playground.
 - b. Advertisements promoting tobacco and other adult-related products or services that are not lawfully available to minors.
 - c. Advertisements containing sexual or excretory subject matter.
 - d. Advertisements that contain false or grossly misleading information.
 - e. Advertisements that infringe on copyright or trademark rights.
 - f. Advertisements that promote or are likely to incite imminent unlawful activity.
 - g. Advertisement that promote the sales of firearms.
 - h. Advertisements that contain profanity, promote or depict violence.
 - i. Advertisements that falsely disparage one or more persons, products, or companies.
 - j. Advertisements relating to Dania Beach election candidates.
 - j. Advertisements that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
 - k. Advertisements that interfere with the efficient and safe operation of the City or County transit system.
4. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable remove prohibited advertising.

5. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to Outdoor Advertising Association of America (OAAA), truth in advertising, copyrights, and trademarks.
6. Contractor will remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refer to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
7. Contractor will fill all unsold advertising spaces in bus benches with full size, high quality posters, or with graphics on bus bench, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternatively, the City may negotiate with the Contractor for the display of Public Service Announcements in unsold ad spaces.
8. Advertisements of a political or editorial or election nature either for a specific candidate(s) or an issue(s) are to comply with Florida and City campaign laws.

EXHIBIT "C"

BUS BENCH LOCATIONS AND PHOTOGRAPH

Face		Location			
631000501	Griffin Rd	15 ft W/O Old Griffin Rd NS, NW/F			Dania Beach, FL
631000510	Griffin Rd	60 ft W/O SW 33rd Ave SS, NW/F			Dania Beach, FL
631000520	Griffin Rd	50 ft E/O SW 31st Ave SS, NW/F			Dania Beach, FL
631000530	Griffin Rd	20 ft W/O SW 35th Ave NS,SE/F			Dania Beach, FL
631000540	Griffin Rd	20 ft W/O SW 35th Ave NS,SE/F			Dania Beach, FL
631000550	Griffin Rd	350 ft W/O Ravenswood Rd SS, NW/F			Dania Beach, FL
631000560	Griffin Rd	150 ft W/O SW 40th Ave NS,SE/F			Dania Beach, FL
631000570	Griffin Rd	25 ft E/O SW 43th Terr NS,SE/F			Dania Beach, FL
631000580	Griffin Rd	30 ft W/O SW 30th Ave NS,SE/F			Dania Beach, FL
631000590	Griffin Rd	75 ft E/O I-95 SS, NW/F			Dania Beach, FL
631000600	Griffin Rd	75 ft W/O SW 24th Ave NS,SE/F			Dania Beach, FL
631000610	Griffin Rd	70 ft E/O SW 28th Terr SS, NW/F			Dania Beach, FL
631000620	Griffin Rd	75 ft E/O SW 40th Ave SS, NW/F			Dania Beach, FL
631000630	Griffin Rd	75 ft W/O Ravenswood Rd, NS,SE/F			Dania Beach, FL
631000640	Ravenswood Rd	20 ft N/O Gulfstream Way ES, SW/F			Dania Beach, FL
631000650	Ravenswood Rd	30 ft N/O Tigertail Blvd ES, NW/F			Dania Beach, FL
631000660	Ravenswood Rd	20 ft S/O Griffin Rd ES, SW/F			Dania Beach, FL
631000670	Ravenswood Rd	100 ft S/O Griffin Rd WS, NE/F			Dania Beach, FL
631000680	SR 84	200 ft E/O SW 29th Ave SS, NW/F			Dania Beach, FL
631000690	Stirling Rd	50 ft W/O Anglers Ave NS,SE/F			Dania Beach, FL
631000700	Stirling Rd	50 ft W/O N 29th Ave NS,SE/F			Dania Beach, FL
631000710	Stirling Rd	30 ft E/O SW 45 Way NS,SE/F			Dania Beach, FL
631000720	Stirling Rd	60 ft W/O Lake Shore Dr NS,SE/F			Dania Beach, FL
631000730	SR 84	25 ft E/O SW 26th Terr SS, NW/F			Dania Beach, FL
631000740	SR 84	200 ft W/O I 95 Overpass NS,SE/F			Dania Beach, FL
631000750	Ravenswood Rd	10 ft S/O Tigertail Blvd WS, NE/F			Dania Beach, FL
631000760	Griffin Rd	20 ft E/O SW 38th Ave SS, NW/F			Dania Beach, FL
631000770	Stirling Rd	250 ft E/O 56th Ave NS, SW/F			Dania Beach, FL
631000780	Dania Beach Blvd	500 ft W/O US1 SS, NW/F			Dania Beach, FL
631000790	Dania Beach Blvd	500 ft W/O US1 SS, NW/F			Dania Beach, FL
631000800	Griffin Rd	50 ft E/O SW 43rd Terr SS, NW/F			Dania Beach, FL
631000810	Griffin Rd	200 ft E/O SW 35th Ave SS, NW/F			Dania Beach, FL
631000820	Griffin Rd	20 ft E/O SW 32th Ave NS,SE/F			Dania Beach, FL
631000830	Griffin Rd	30 ft E/O SW 38TH TERR NS,SE/F			Dania Beach, FL

631000840	Phippen-Waiters Rd	S/O SW 2nd Place ES,SE/F			Dania Beach, FL	
631000850	SW 12 (Ely Blvd) Ave E/S	25 ft N/O SW 6th St, E/F			Dania Beach, FL	

631000860	US 1 W/S	300 ft S/O Griffin Rd, N/F			Dania Beach, FL	
631000870	Stirling Rd N/S	25 ft E/O 5701 BLK, S/F			Dania Beach, FL	
631000880	Stirling Rd N/S	400 ft E/O SW 32nd Ter, S/F			Dania Beach, FL	
631000890	US 1 W/S	100 ft S/O SW 1st St, E/F			Dania Beach, FL	
631000900	US 1 E/S	100 ft N/O SE 1st St, W/F			Dania Beach, FL	
631000910	Dania Beach Blvd S/S	100 ft W/O SE 2nd Ave, N/F			Dania Beach, FL	
631000920	US 1 E/S	60 ft S/O Old Griffin Rd, W/F			Dania Beach, FL	

City of Dania Beach
Department of Public Works
Office of the City Manager
10000 Dania Beach Blvd., Suite 100
Dania Beach, FL 33017
Phone: (305) 947-1234
Fax: (305) 947-1235
www.dania-beach.com



EXHIBIT "D"

FLORIDA DEPARTMENT OF TRANSPORTATION "COMFORT AND
CONVENIENCE BENCHES-UNIFORM GUIDELINES"

CHAPTER 13 PUBLIC

TRANSIT

A INTRODUCTION

All usual modes of transportation (autos, trucks, transit vehicles, rails, aircraft, water craft, bikes, pedestrian) should be considered when planning, designing, and constructing the surface transportation system. Where there is a demand for highways to serve vehicles, there could also be a demand for public transit or public transportation. Public transit should be considered in all phases of a project, including planning, preliminary design and engineering, design, construction, etc. Coordination with the appropriate public transit providers(s) will help determine the need for and justification of bus bays on a project-by-project basis. With the recent passing of various legislation, multimodal is the ultimate goal. The integration of public transit street side facilities along with pedestrian and bicycle facilities furthers the implementation of this goal.

Planning and designing for public transit is important because it is an integral part of the overall surface transportation system. Public transit is defined as passenger transportation service, local or regional in nature, that is available to any person. It operates on established schedules along designated routes or lines with specific stops and is designed to move relatively large numbers of people at one time. Public transit includes bus, light rail, and rapid transit. Public transportation is similar in definition because it serves the general public, it also includes non-fixed route services that are door-to-door or paratransit services.

With rising levels of congestion resulting in the use of new strategies to effectively and efficiently manage mobility, there is an increased demand for accessible and user friendly public transit. New strategies include increased emphasis on public transit and new emphasis on Transportation System Management (TSM), as well as Transportation Demand Management (TDM). TSM is the use of low cost capital improvements to increase the efficiency of roadways and transit services such as, retiming traffic signals or predesignating traffic flow. TDM focuses on people reducing the number of personal vehicle trips, especially during **peak** periods. TDM includes the promotion of alternatives to the single occupant vehicle, including public transportation, carpooling, vanpooling, bicycling, walking, and telecommuting, as well as other methods for reducing peak hour travel.

Federal and State legislation provide the stimulus for planning, designing, and constructing a fully integrated transportation system benefiting the traveling public and the environment. Examples of legislation include the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), The Americans with Disabilities Act of 1990 (ADA), and The Clean Air Act Amendment of 1990 (CAAA). In response to this legislation, the surface transportation system should provide for concurrent use by automobiles, public transit and rail, and, to the extent possible, bicycles and pedestrians.

Throughout the entire process, coordination with transit as If It were a utility is essential.

B OBJECTIVE

There are a number of methods to efficiently develop a coordinated surface transportation system. Coordination among agencies is necessary during the planning and design stages to Incorporate transit needs and during the construction phase for re-routing bus (and complementary pedestrian) movements and for actual transit agency specific requirements (e.g., bus stop sign replacement, bench installations, etc.). For planning purposes, the state and local Transportation Improvement Program (TIP) should be referenced. Additionally, individual transit authorities have five year Transit Development Plans (TDPs) that are updated annually. The TOP can be used as a guide for planned transit needs along existing and new transportation corridors so transit consideration and transit enhancements can be incorporated where appropriate.

C TRANSIT COMPONENTS

C.1 Stops and Station Areas

Where new bus stop pads are constructed at bus stops, bays, or other areas where a 11ft or ramp is to be deployed, they shall have a firm, stable surface, minimum clear length of 96 Inches(measured from the curb or vehicle roadway edge), minimum clear width of 60 Inches (measured parallel to the vehicle roadway) to the maximum extent allowed by legal or site restraints, and shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. The slope of the pad parallel to the roadway shall, to the extent practicable, be the same as the roadway. For water drainage, a maximum slope of 1:50 (2%) perpendicular to the roadway is allowed. In cases where there are no sidewalks or curbs, bus stop pads may be necessary to allow the wheelchair passengers to board or alight from a transit vehicle. Coordination with the appropriate public transit provider(s) is necessary.

Manual.

C.2 Benches

Bench placement should be in an accessible location (i.e., not on the far side of a drainage ditch from the actual bus stop), but appropriately out of the path of travel on a sidewalk. Connection between the sidewalk and/or bus stop pad should be provided. Coordination with the Public Transportation Office and the local public transit provider(s) is necessary.

Public Transit

C.3 Concrete Bus Stop Pads

Although not always practical, there are situations where concrete bus stop pads should be incorporated into the pavement design of a project. Frequent stopping transit vehicles in a particular location is an example where concrete pads may be warranted.

C.4 Bus Bays (Pullout or Turnout Bays)

In some situations, turnout bays for transit vehicles are appropriate (i.e., consistent slow boarding, layover needs, safety reasons, highspeed traffic, etc.). Bus bays can be designed for one or more buses. Coordination with the Public Transportation Office and/or the local public transit provider(s) will help determine the need for and justification of bus bays. When possible, bus bays should be located on the far side of a signalized intersection. The traffic signal will create the critical gap needed for bus re-entry into traffic. There are several publications available which provide additional design information for transit system applications. The Department District Public Transportation Office(s) maintains a library of these publications.

C.5 Promote Public Transit

All citizens and businesses In the State of Florida are encouraged to promote public transit. This can be done in many ways, from providing employees reduced fares to providing route maps and schedules. Work with your local transit agency to provide service to large employment areas and major attractions. Assist local transit agencies In providing such things as bus lanes, park and ride lots and easements for bus benches and bicycle parking. Encourage businesses or neighborhoods to hold a "Commuter Choices Week" and invite your transit agencies to provide information on the advantages of using transit. "Commuter Choices Week" is a state sponsored event that promotes alternative transportation in the work place (walk, bike, bus, transit, telecommuting).

EXHIBIT E

Year	Price	Annual Revenue	Comment
2024 (Current)	\$17.67	\$9,117.72	Rate increased April 2024
Proposed Rate	\$22.97	\$11,852.52	30% increase from current rate
2025	23.42	\$12,084.72	2% annual increase
2026	23.88	\$12,322.08	2% annual increase
2027	24.35	\$12,564.46	2% annual increase
2028	24.83	\$12,812.28	2% annual increase
2029	25.32	\$13,065.12	2% annual increase
2030	25.82	\$13,323.12	2% annual increase
2031	26.33	\$13,586.28	2% annual increase
2032	26.85	\$13,854.60	2% annual increase
2033	27.38	\$14,128.08	2% annual increase

*Price is per bench, per month (43 benches)

*10-year agreement with an optional 5-year extension

* Expected City Revenue Over 10 Years **\$129,593.26**



City of Dania Beach Parks & Recreation Memorandum

DATE: 6/25/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Amendment to the agreement between the City and Westrec SMI OpCo LLC for month-to-month services for a maximum of ninety (90) days for Pier Concession Management.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing an amendment to the agreement between the City and Westrec SMI OpCo LLC for month-to-month services for a maximum of ninety (90) days for Pier Concession Management.

Background:

The City of Dania Beach executed a contract for Pier Concession Management with Westrec SMI OpCo LLC on August 1, 2014. The initial agreement provided for a five (5) year contract with the option for renewal. A five(5) year renewal was executed via Resolution 2019-033 that expires on July 31, 2024. The City issued the Request for Proposals (RFP) 2024-011 for Dania Beach Pier Management Concessions on May 12, 2024. The bid closed on June 13, 2024 and has not yet been awarded. Both the City and Westrec are desirous and willing to extend the Agreement for a maximum of ninety (90) days while the City reviews the bid and makes the recommendation to the City Commission to award the bid in order to ensure a smooth transition from one vendor to another.

Budgetary Impact

Funding for the Amendment to the Agreement is appropriated within the Fiscal Year 2023-24 Adopted Budget in the Ocean Park Fund, Pier Operation Contractual Services General Account 415-72-15-575-34-10.

Recommendation

The Department recommends approval of the resolution authorizing an amendment to the agreement between the City and Westrec SMI OpCo LLC for month-to-month services for a maximum of ninety (90) days for Pier Concession Management.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND WESTREC SMI OPCO LLC (“WESTREC”) EXTENDING PIER CONCESSION MANAGEMENT SERVICES ON A MONTH-TO-MONTH BASIS FOR A MAXIMUM OF NINETY (90) DAYS, UNDER THE EXISTING PRICING, TERMS, AND CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials executed an agreement on August 1, 2014 with Westrec SMI OpCo LLC, a foreign company that is authorized to conduct business in Florida for pier concession management services for the Dania Beach Pier; and

WHEREAS, the initial Agreement provided for a five (5) year agreement with the option for renewal for the requested services, subject to the approval of the City and Westrec SMI OpCo LLC which Agreement was subsequently renewed for a five (5) year period pursuant to Resolution No. 2019-033 and expires on July 31, 2024; and

WHEREAS, the City has issued a Request for Proposals (RFP) for Pier Concession Management Services that closed on June 13, 2024, which has not yet been awarded; and

WHEREAS, the City recommends a month-to-month extension of the Agreement with the same terms and conditions until such time as a new contract can be awarded and both the City and Westrec are desirous and willing to extend the Agreement for a maximum of ninety (90) days.

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

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

Section 2. That the proper City officials are authorized to execute an Amendment to the Agreement for Pier Concession Management between the City and Westrec providing for a month-to-month basis with the same pricing, terms, and conditions for a maximum of Ninety (90) days, which Amendment is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Amendment to the Agreement which are deemed necessary and proper and in the best interests of the City.

Section 4. That funding for the Amendment to the Agreement is appropriated within the Fiscal Year 2023-24 Adopted Budget in the Ocean Park Fund, Pier Operation Contractual Services General Account 415-72-15-575-34-10.

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

Section 6. That this Resolution shall become effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

**RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF
DANIA BEACH, FLORIDA AND WESTREC MARINA MANAGEMENT, INC.
FOR FISHING PIER MANAGEMENT AND BAIT SHOP OPERATIONS**

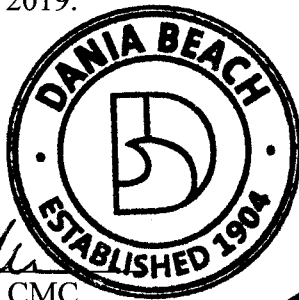
This is a Renewal of an Agreement (the "Renewal"), which Agreement dated August 1, 2015 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Westrec Marina Management, Inc., a California corporation, authorized to do business in Florida ("Westrec"), for fishing pier management and bait shop operations. Westrec has a mailing address of 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Westrec wish to renew the Agreement for the one (5) year renewal period identified in the Agreement up to and including July 31, 2024.

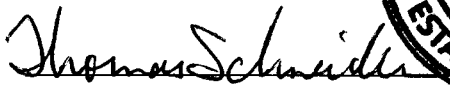
In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That the existing Agreement dated August 1, 2014 is renewed and it shall remain in effect up to and including July 31, 2024.
2. That the terms and conditions of the Agreement dated August 1, 2014, will remain the same throughout the term of this Renewal of it.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on
May 3, 2019.

ATTEST:



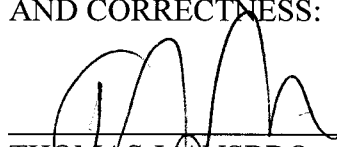

THOMAS SCHNEIDER, CMC
CITY CLERK

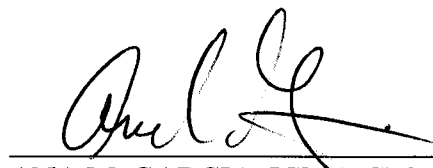
CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


LORI LEWELLEN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


ANA M. GARCIA, ICMA CM
CITY MANAGER



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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
Claudia Viviana Batista, Planning and Zoning Manager

SUBJECT: Resolution to support an application to the Broward Metropolitan Planning Organization (MPO) as part of the Complete Street and other localized initiative programs (CSLIP) for the construction of the Southwest and Northwest 1st Avenue Complete Street project.

Request:

To request support for an application to the Broward Metropolitan Planning Organization (MPO) as part of the complete street and other localized initiative programs and authorize the City of Dania Beach to secure funding for the reconstruction of Southwest and Northwest 1st Avenue complete street project.

Background:

On May 29, 2024, both City and CRA staff met with Broward MPO for a Complete Streets and Other Localized Initiatives Program (CSLIP) pre-application meeting. The MPO's CSLIP provides funding for small local transportation projects that will improve the safety and mobility for all transportation users in Broward County. This competitive grant program can fund projects such as (but not limited to): complete street projects, traffic calming and intersection improvements, ADA upgrades, mobility hubs, bus shelters, bike racks, and technology advancements such as transit signal priority and traffic control devices.

The city will be submitting a CSLIP application to secure an additional source of funding for the construction of Southwest 1st Avenue and Northwest 1st Avenue streetscape improvements. As part of our application, the MPO requires an approved resolution reflecting the Commission's support/approval for the application.

Budgetary Impact

N/A

Recommendation

Community Development is recommending approval of the resolution reflecting the City Commission's support of the CSLIP application.

RESOLUTION NO. 2024-_____

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 FOR THE CONSTRUCTION OF SW 1ST AVENUE/NORTHWEST 1ST AVENUE COMPLETE STREETS PROJECT ALONG SOUTHWEST 1ST AVENUE/NORTHWEST 1ST AVENUE FROM NORTHWEST 3RD STREET TO STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization (the “MPO”) approved the Complete Streets and other Localized Initiatives Program (CSLIP) on July 9th, 2015; and

WHEREAS, the Southwest 1st Avenue/Northwest 1st Avenue Complete Streets Project along Southwest 1st Avenue/Northwest 1st Avenue from Northwest 3rd Street to Stirling Road (the “Project”) will be evaluated and ranked by the MPO, then vetted to determine programmability in accordance with the CSLIP policies; and

WHEREAS, a resolution from the City of Dania Beach (the “City”) Commission stating support for the Project is required to establish funding eligibility; and

WHEREAS, federally funded projects off the state highway system are delivered using the federally mandated Local Agency Program (LAP) process; and

WHEREAS, the City acknowledges that the project will be delivered under the Local Agency Program (LAP); and

WHEREAS, the LAP program is reimbursement-based as specified in the LAP agreement; and

WHEREAS, the City commits to funding upfront costs for design, Construction Engineering and Inspection (CEI) services, and construction to be then reimbursed as per the LAP agreement; and

WHEREAS, the City commits to program funding for construction contingency per the requirements of LAP; and

WHEREAS, the project will be constructed within the City’s right of way; and

WHEREAS, it is the responsibility of the City, to maintain or coordinate the maintenance of the roadways after the project completion.

**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 supports the Application for the Southwest 1st Avenue/Northwest 1st Avenue Complete Streets Project along Southwest 1st Avenue/Northwest 1st Avenue from Northwest 3rd Street to Stirling Road for the Broward Metropolitan Planning Organization Complete Streets and Other Localized Initiatives Program.

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

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

Section 5. That this Resolution shall be in force and take effect ten (10) days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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
Fernando Rodriquez, Public Services Director

SUBJECT: Maintenance Agreement between the City of Dania Beach and Florida Department of Transportation (FDOT).

Request:

To request the City of Dania Beach enter into a landscape maintenance agreement with Florida Department of Transportation (FDOT) for the purpose of the City to maintain a portion of East Dania Beach Blvd.

Background:

On November 9, 2021, pursuant to Resolution No.2021-179, the City approved the site plan modification for property located at 601 E. Dania Beach Boulevard, known as Seaview I.

Florida Department of transportation (FDOT) has jurisdiction of A1A (East Dania Beach Boulevard as part of the State Highway System and the City agrees to maintain and irrigate the Developer's installation of landscaping and pavers, as stipulated in the Landscape Maintenance Memorandum of Agreement (MMOA). This MMOA shall be in effect for as long as the improvements shall exist.

The City will enter into a separate agreement with Dania Beach Rentals LLC to provide these landscape maintenance services. This second agreement is also on the agenda for approval.

Budgetary Impact

None

Recommendation

The Community Development and Public Services Department are recommending the City Commission approve this agreement and resolution.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (“MMOA”) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PURPOSE OF THE CITY TO MAINTAIN THE A1A RIGHT OF WAY FROM US-1/SR-5 TO GULFSTREAM ROAD (SEAVIEW I); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, pursuant to Resolution No. 2021-179, the City approved the site plan modification for property located at 601 E. Dania Beach Boulevard, known as Seaview I; and

WHEREAS, FDOT has jurisdiction of A1A (East Dania Beach Boulevard as part of the State Highway System; and

WHEREAS, the City agrees to maintain and irrigate the Developer’s installation of landscaping and pavers, as stipulated in the Landscape Maintenance Memorandum of Agreement (MMOA); and

WHEREAS, the MMOA shall be in effect for as long City would provide landscape maintenance services;

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

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

Section 2. That the proper City officials are authorized to approve the MMOA with FDOT for the landscape improvements and paver installation located at the Seaview II development, which MMOA is attached as Exhibit “A” and incorporated into 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 in force and take effect in ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

**FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **CITY OF DANIA BEACH**, a municipal corporation, existing under the Laws of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **A1A (East Dania Beach Boulevard)** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in **Exhibit "A"**, within the corporate limits of the AGENCY; and

WHEREAS, the DEPARTMENT and the AGENCY signed a Maintenance Memorandum of Agreement on May 25th, 2006 for the purpose of the AGENCY maintaining the **A1A** right of way within the City's limits, from US-1/SR-5 to Gulfstream Road, by which the parties agree to restate that agreement and as such remains in effect; and

WHEREAS, the AGENCY seeks to install by permit and maintain certain additional landscape improvements within the right of way of **A1A (East Dania Beach Boulevard)** as described in **Exhibit "B"**; and

WHEREAS, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk). The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the traveled way and improvements made to the traveled way that was made at the request of the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY, by Resolution No. _____, dated _____, 20____, attached hereto as **Exhibit "D"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph (g) for contact information.)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) The AGENCY shall provide the local FDOT Operation Center, Broward Operations, located at 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309, (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (h) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- (j) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the

Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days in which to correct the cited deficiencies. If said deficiencies are not corrected within this time-period, the DEPARTMENT may, at its option, proceed as follows:

- (a) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
- (b) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT, in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at the AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

- (b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide the DEPARTMENT with written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

The AGENCY shall:

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

14. FISCAL TERMS

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:

City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
Attn: Elenor Norena
Community Development Director

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

CITY OF DANIA BEACH

By: _____
Chairperson / Mayor / Manager

Date: _____

Attest: _____
City Clerk

(SEAL)

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Transportation Development Director

Date: _____

Attest: _____
Executive Secretary

(SEAL)

Legal Review: _____
Office of the District General Counsel

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road A1A (East Dania Beach Blvd.) from M.P. 6.687 to M.P. 6.813

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

See attached map

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

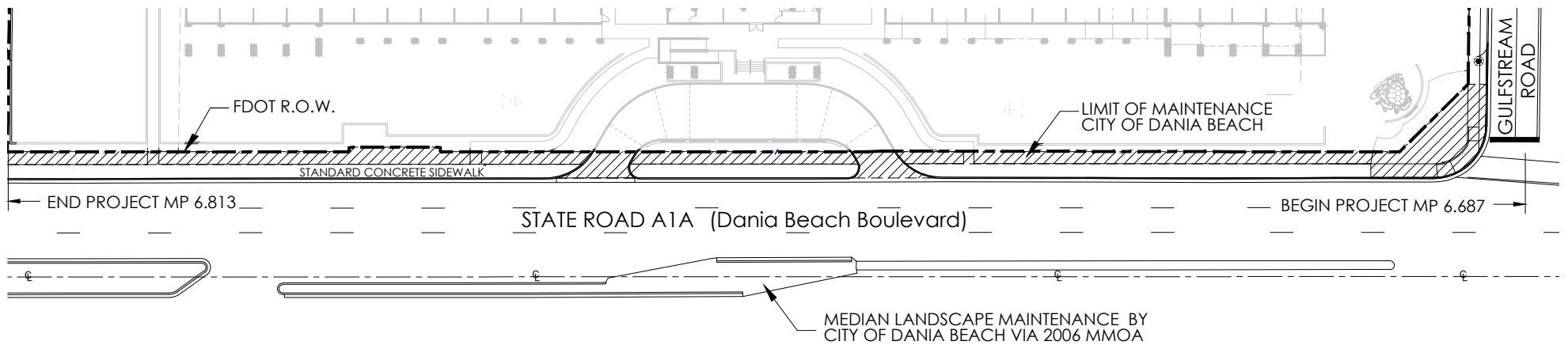
EXHIBIT B

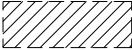
LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

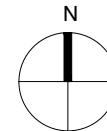
Please see attached plans prepared by: **William Eager, RLA**
EGS2 Corporation

Date: **March 19, 2024**



 LIMITS OF MAINTENANCE BY CITY OF DANIA BEACH*

*LIMITS SHOWN ARE FOR CURRENT PROJECT.
ALL LIMITS OF PREVIOUS MAINTENANCE AGREEMENTS REMAIN IN EFFECT.



LANDSCAPE IMPROVEMENTS
MAINTENANCE BOUNDARY MAP
CITY OF DANIA BEACH

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: **William Eager, RLA**
EGS2 Corporation

Date: **March 19, 2024**



LANDSCAPE SHEET INDEX

L-0.00 FDOT landscape cover sheet
 L-1.01 FDOT ground floor paving plan 1" = 50'-0"
 L-1.02 FDOT ground floor planting / disposition plan 1" = 50'-0"
 L-1.03 FDOT ground floor planting / complete FDOT sight triangle plan 1" = 120'-0"

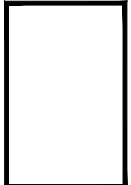
IRRIGATION SHEET INDEX

IR-1.01 FDOT ground floor irrigation plan 1" = 50'-0"
 IR-1.02 FDOT irrigation details
 IR-1.03 FDOT irrigation notes
 IR-1.04 FDOT irrigation notes



LANDSCAPE COVER SHEET

1" = 50'-0"



SEA VIEW AT DANIA
 LUX RESIDENCES
 601 DANIA BEACH BOULEVARD
 DANIA BEACH, FLORIDA
 PRELIMINARY DESIGN



REV	DATE
1	2.8.24 FDOT
2	3.19.24 FDOT
3	
4	
5	
6	

PROJECT NO.	
DESIGNED BY:	B.C.
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	8/10/2023
DRAWING SCALE:	AS SHOWN

SHEET:

L-0.00
 FDOT

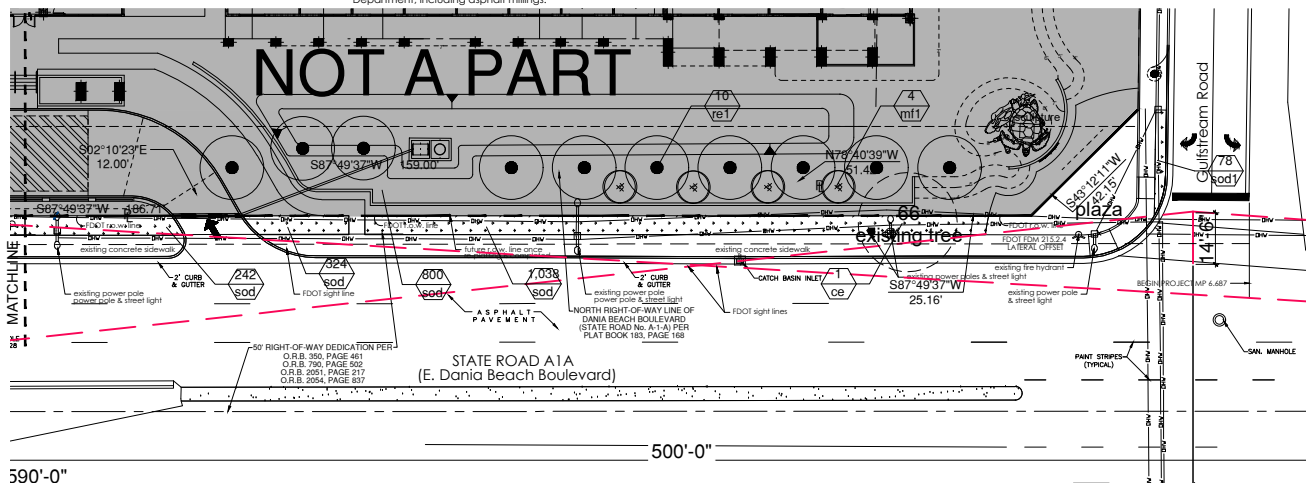
1. Landscape Contractor shall be familiar with all work required by these drawings.
2. All plant material furnished by the Landscape Contractor unless otherwise specified in Grades and Standards for Nursery Plants, current edition, by the Florida Department of Agriculture and Consumer Services Division of the Plant Industry, shall be Florida Grade #1 or better.
3. All shrubs and groundcovers shall be guaranteed for 1 year from date of final acceptance. All trees and palms shall be guaranteed for 1 year from date of final acceptance. Sod shall be guaranteed for 90 days from date of final acceptance.
4. Planting soil shall be weed free and consist of 60% clean silica sand, 30% overgrazes muck and 10% Canadian peat. All plants, including those on the ground level, shall be installed with planting soil as indicated on details.
5. Landscape Contractor shall take all steps required to make all planting beds weed and grass free prior to planting.
6. Landscape Contractor shall locate and verify all underground utilities to depth.
7. All trees shall be staked and/or guyed in a good workmanlike manner as per attached details. No nail staking permitted.
8. All trees shall be fertilized at installation w/ "Agriform Pills", 21 gram size, w/ a 20-10-5 formulation, (or approved equal) according to manufacturers recommendations.
9. All other plants shall be fertilized at installation w/ "Osmocote" time release pellets (or approved equal) according to manufacturers recommendations.
10. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence.
11. Landscape Contractor is responsible for doing a take-off of the attached plans. Plant list provided is for guidance only. Landscape Contractor, in submitting a proposal based on these plans, is responsible for any omissions or mistakes as noted on plans.
12. Discrepancies shall be brought to the attention of the Landscape Architect.
13. No changes shall be made without the prior consent of the Landscape Architect & FDOT Landscape Architect.
14. All planting beds shall be treated w/ a pre-emergent herbicide as approved by the Landscape Architect.
15. Landscape Contractor is responsible for coordinating with the General Contractor or Owner and all conditions which may affect the scope of work.
16. The Landscape Contractor shall include in bid all materials and labor as required to complete the job as indicated on the plans and as directed by the General Contractor. Bid shall include, but not be limited to, plant materials, planting soil and placement fill, mulch, drainage materials, trenching, backfill, bench, crane and other equip., etc. as may be required.
17. All plant material shall meet or exceed specifications listed.
18. All planted beds shall receive 100% coverage by a fully automatic irrigation system as per plans.
19. Landscape Contractor shall be responsible for providing temporary watering provisions until such time as the irrigation system is constructed.
20. R.O.W. WORK & PLANT MATERIAL TO MEET ALL CRITERIA & SPECIFICATIONS FOR FDOT WORK AND

1. For the portion of landscape plant material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT maintenance Specification 580. Online reference: sm5800000wd-722-171992.pdf [windows.net]
2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: <https://dotdoh.wa.gov/blob.col/windows.net/infineity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?>
3. Cypress Mulch is not permitted on FDOT right of way, Mulch permitted to be used are Hardwood Mulch (containing no Cypress products). Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspect upon inspection.
4. Sodded areas will be in accordance with Standard Plans Index 570-01 and Standard Specifications Sections 162.570.981,982,983,987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one week of installation of said permitted work.

1. **GOVERNING STANDARD PLANS:**
Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Inform Review Remarks (IRRs) are available at the following website:
<https://www.fdot.gov/design/standardsplans>
2. **GOVERNING STANDARD SPECIFICATIONS:**
Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge construction at the following website:
<https://www.fdot.gov/programmanagement/implemented/specbooks>
3. Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation at his sole expense.
4. Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
5. Architectural Pavers installation for sidewalks, medians, driveways, or roadways within the FDOT right of way shall comply with current FDOT Standard Specifications.
6. **1) <https://dotchweb.blob.core.windows.net/itelfinity/defaults/default-source/programmanagement/implemented/specsbooks/fy2023-24/fy2023-24book.pdf?svsn=b69416d.6>**
7. Ownership of all suitable excavated materials, as determined by the Engineer, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by permittee, at their cost & expense from the site to the FDOT Broward Operations Center or other location within the area as directed by the Department, including asphalt millings.

KEY	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	C.T. / G.W.	O.C.	REMARKS	NATIVE	DISPOSITION
ce	1	Conocarpus erectus - Green Buttonwood	20'	30'			9" dbh	Y	existing to remain
sod	3,830	Stenotaphrum secundatum / St. Augustine Flor Tm					solid sod	N	existing to remain

KEY	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	C.T. / G.W.	O.C.	REMARKS	NATIVE	DISPOSITION
mf1	11	Myrcianthes fragrans / Simpson Stopper	12-14'	8-10'	5'		multi trunk	Y	existing to remain
re1	19	Roystonea elata / Royal Palm			18' g.w.			Y	existing to remain



do not cut central leader

retain natural shape of plant
paint all cuts over 1/2" w/ tree paint

trunks of same species to be matched in growth character unless otherwise noted

tumblebug

#12 double strand twisted wire
spaced equally @ 45 deg.
angle to finish grade

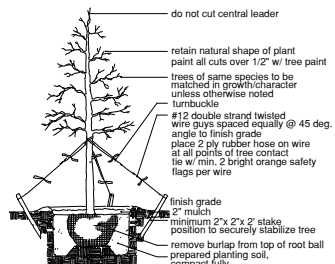
place 2" p/y rubber hose on wire at all points of free contact

use orange safety flags per wire

finish grade
2" mulch

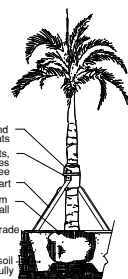
minimum 2' x 2' x 2' stake
position to securely stabilize tree

remove burlap from top of root ball
prepared planting soil,
position *Adiantum*

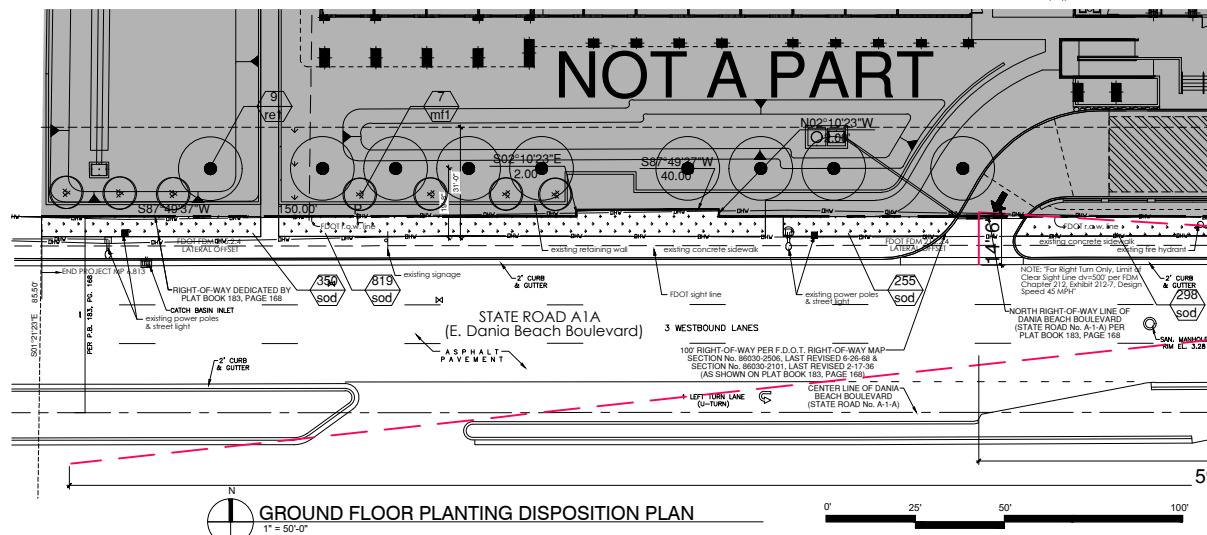


small tree planting detail

nts



royal palm planting detail nts



REV. #	DATE
1	7.13.23 FDOT
2	2.6.24 FDOT
3	3.19.24 FDOT
4	
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PROJECT No.: 7.13.2023 FDOT	
DESIGNED BY:	B.E.
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	8/10/2023
DRAWING SCALE:	AS SHOWN

SHEET:
L-1.02
FDOT



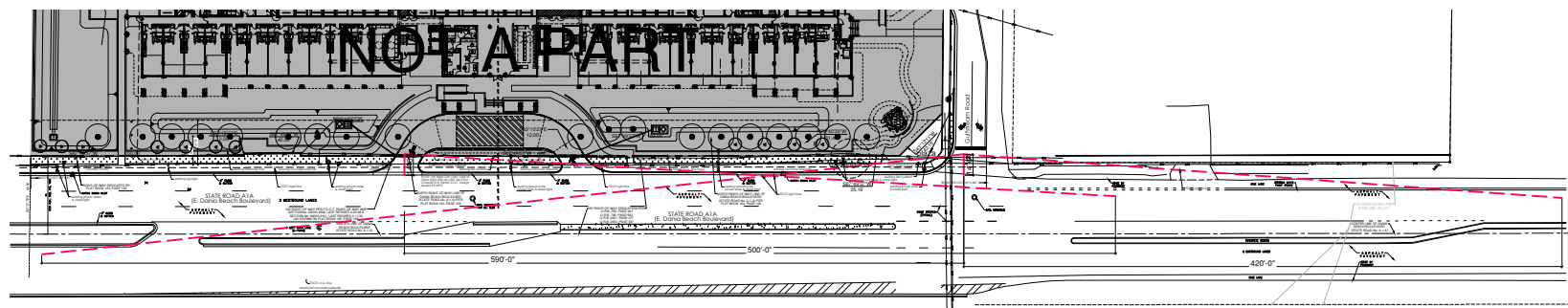
SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV #	DATE
1	7.13.23 FOOT
2	7.13.23 FOOT
3	5.19.24 FOOT
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PROJECT NO.:	
DESIGNED BY:	B.E.
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	8/10/2023
DRAWING SCALE:	AS SHOWN

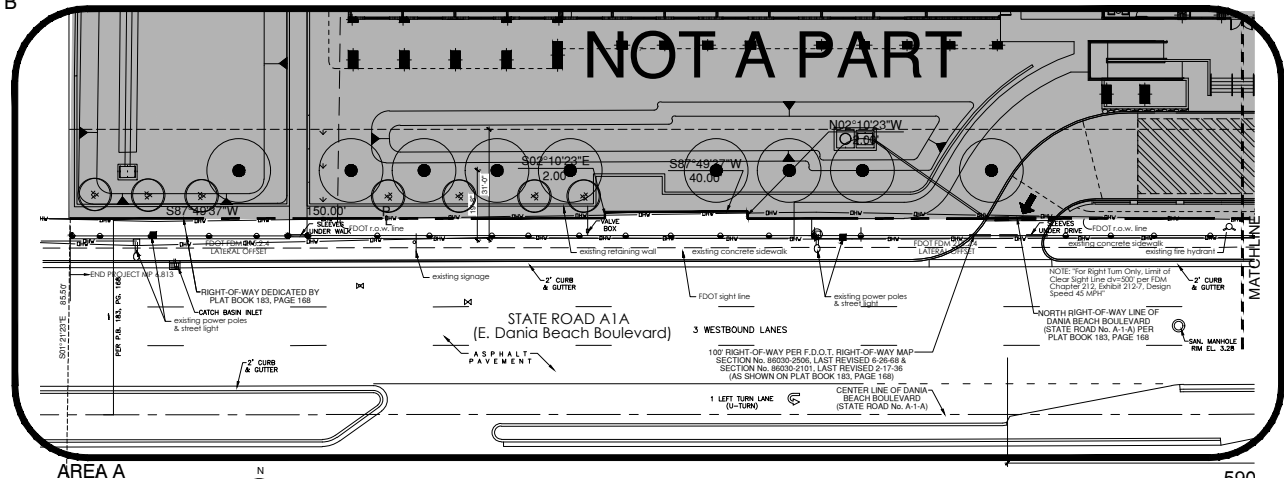
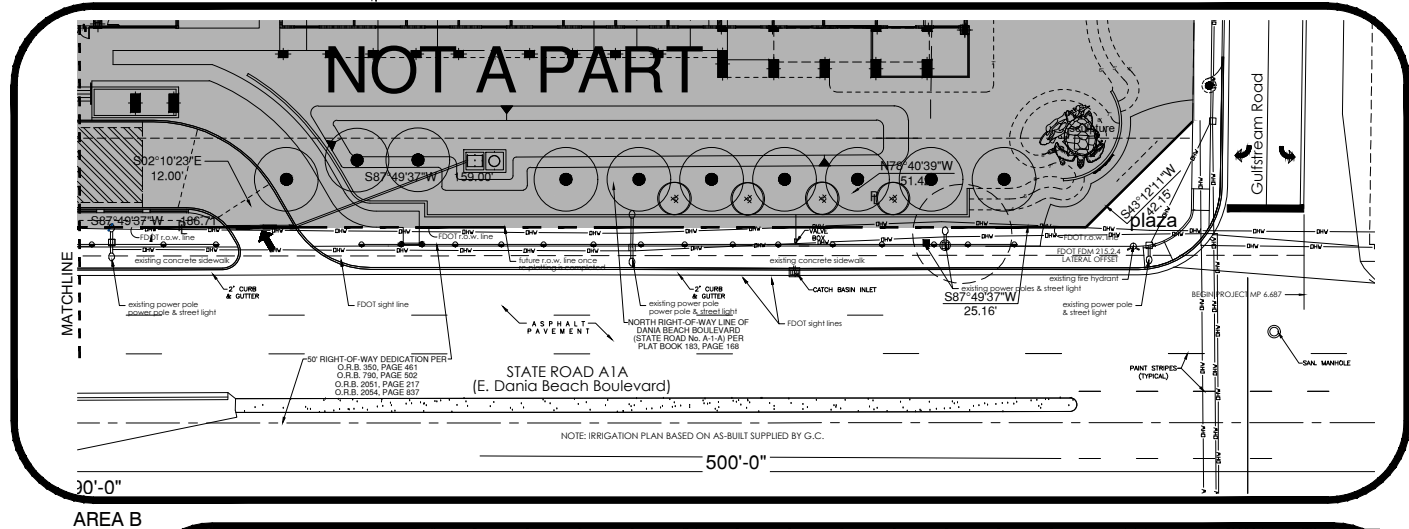
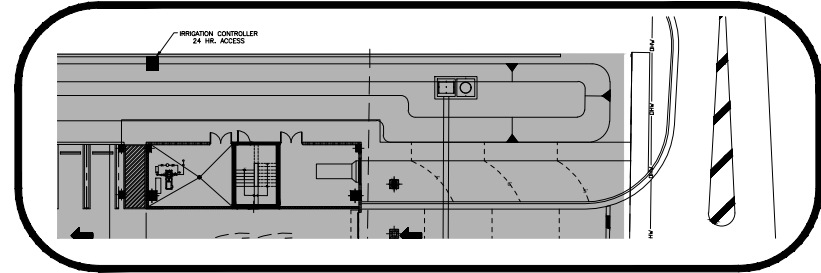
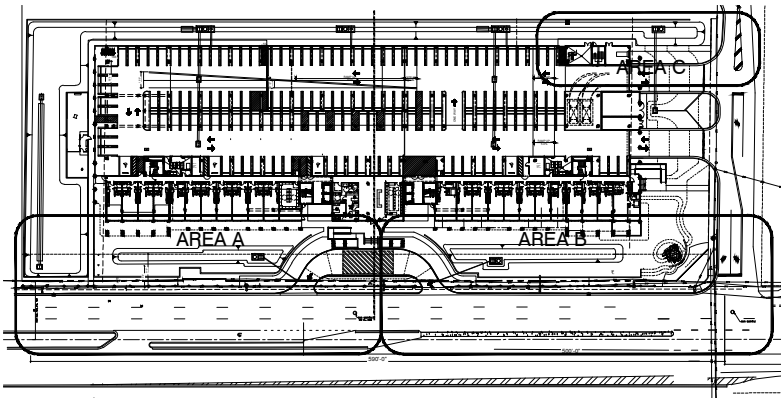
SHEET:
L-1.03
FDOT



GROUND FLOOR PLANTING / COMPLETE FDOT SIGHT TRIANGLE PLAN

0' 60' 120' 240'

1" = 120'-0"



GROUND FLOOR IRRIGATION PLAN
1" = 50'-0"

0' 25' 50' 100'



SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV #	DATE
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2	5.19.24 FDOT
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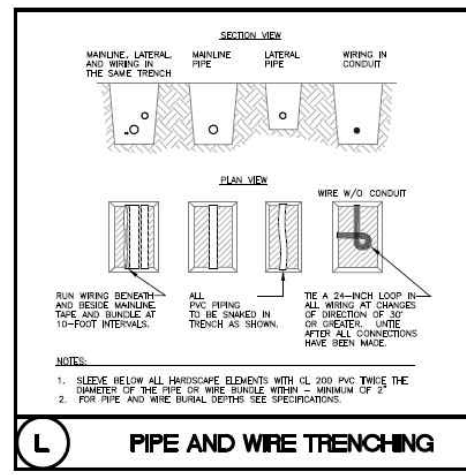
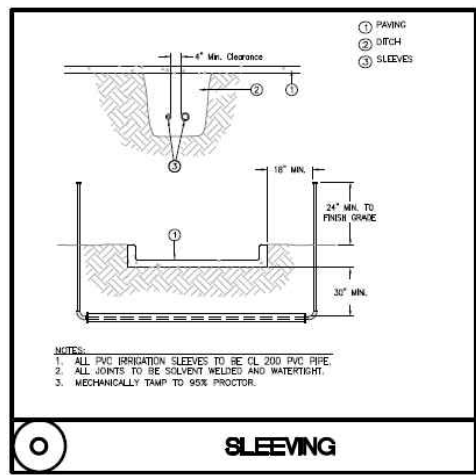
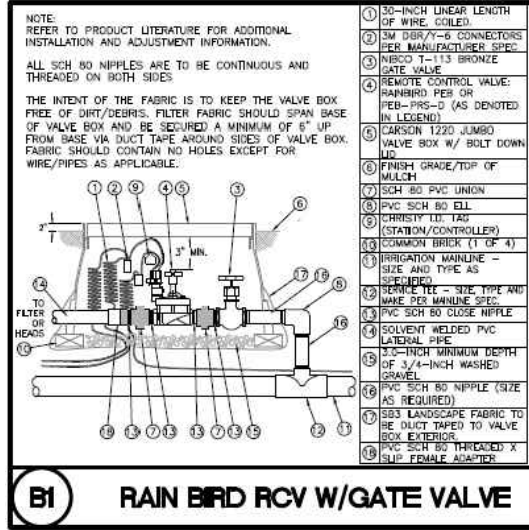
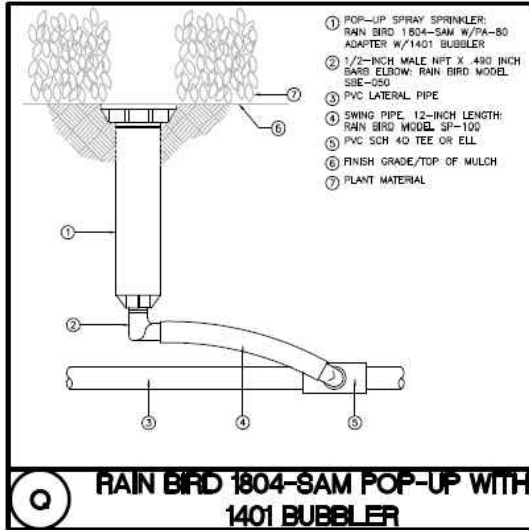
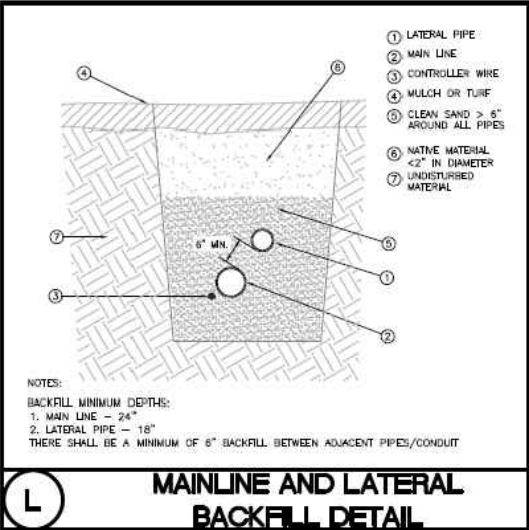
PROJECT No. 7.13.2023 FDOT
DESIGNED BY: B.A.
DRAWN BY:
CHECKED BY:
ISSUE DATE: 5/19/2024
DRAWING SCALE: AS SHOWN

SHEET:
IR-1.01
FDOT

Design Speed = 45 MPH
FDOT Permit #2023-L-491-00011

811

KNOW WHAT'S BELOW
 ALWAYS CALL 811
 BEFORE YOU DIG
 It's fast, it's free, it's the law.
 Call 811 two business days
 before digging.



IRRIGATION DETAILS

DEVELOPER
 J. MILTON & ASSOCIATES
 LANDSCAPE ARCHITECTS
 1001 N. BEACH BLVD., SUITE 100
 DANIA BEACH, FLORIDA 33009
 305.944.1111

SEA VIEW AT DANIA
 LUX RESIDENCES
 601 DANIA BEACH BOULEVARD
 DANIA BEACH, FLORIDA
 PRELIMINARY DESIGN

REV # DATE
 1 3.19.24 FOOT
 2 3.19.24 FOOT
 3 3.19.24 FOOT
 4 3.19.24 FOOT
 5 3.19.24 FOOT

PROJECT NO.:
 DESIGNED BY: B.E.
 DRAWN BY:
 CHECKED BY:
 ISSUE DATE: 3/19/24
 DRAWING SCALE: AS SHOWN

SHEET:
 IR-1.02
 FDOT

IRRIGATION NOTES & SPECIFICATIONS

THE WORK

The work specified in this section consists of furnishing all components necessary for the installation, testing, and delivery of a complete, fully functional automatic landscape irrigation system that complies with the irrigation plans, specifications, notes, and details. This work shall include, but not be limited to, the providing of all required material if applicable (pump(s), backflows, pipes, valves, fittings, controllers, wire, primer, glue, etc.), layout, protection to the public, excavation, assembly, installation, backfilling, compacting, repair of road surfaces, controller and low voltage feeds to valves, cleanup, maintenance, guarantee and as-built plans.

All irrigated areas shall provide 100% head-to-head coverage from a fully automatic irrigation system with a rain/freeze shut off device. The rain sensor shall be installed to prevent activation by adjacent heads and in a visually un-obtrusive location approved by owner. Zones are prioritized first by public safety and then by hydraulic concerns. This sequencing will be a mandatory punch list item.

These plans have been designed to satisfy/exceed the Florida Building Code (FBC) Appendix F and the Florida Irrigation Society Standards and Specifications for Turf and Landscape Irrigation Systems, fourth edition. All products should be installed per manufacturer's recommendation. Contractor shall verify all underground utilities 72 hours prior to commencement of work.

It is the responsibility of the irrigation contractor to familiarize themselves with all grade differences, location of walls, retaining walls, structures and utilities. Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstruction, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions, or differences, should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.

Irrigation contractor shall repair or replace all items damaged by their work. Irrigation contractor shall coordinate their work with other contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc.

The contractor shall take immediate steps to repair, replace, or restore all services to any utilities which are disrupted due to their operations. All costs involved in disruption of service and repairs due to negligence on the part of the contractor shall be their responsibility.

BACKFILL

The Backfill 6" below, 6" above, and around all piping shall be of clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. In all planting beds backfill all trenches to 85% Proctor and all trenches under hardscapes to be backfilled and compacted to 95% Proctor.

Mainline pipe depth measured to the top of pipe shall be:

- 24" minimum for 3/4"-2 1/2" PVC with a 30" minimum at vehicular crossings;

Lateral line depths measured to top of pipe shall be:

- 18" minimum for 3/4"-3" PVC with a 30" minimum at vehicular crossings.

Contractor shall backfill all piping, both mainline and laterals, prior to performing any pressure tests. The pipe shall be backfilled with the exception of 2' on each side of every joint (bell fittings, 90's, tees, 45's, etc.). These joints shall not be backfilled until all piping has satisfactorily passed its appropriate pressure test as outlined below.

IRRIGATION NOTES



SEA VIEW AT DANIA
LUX RESIDENCES
601 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN



REV #	DATE
1	
2	5.19.24 FDOT
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PROJECT NO.	
DESIGNED BY:	B.A.
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	5/19/2024
DRAWING SCALE:	AS SHOWN

SHEET:
IR-1.03
FDOT

Pipe locations shown on the plan are schematic and shall be adjusted in the field. When laying out mainlines place a minimum of 18" away from either the back of curb, front of walk, back of walk, or other hardscape to allow for ease in locating and protection from physical damage. Install all lateral pipe near edges of pavement or against buildings whenever possible to allow space for plant root balls. Always install piping inside project's property boundary.

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days
before digging

DEVELOPER:



J. MILTON
& ASSOCIATES

LANDSCAPE ARCHITECT:
EES2 c o r p
landscape architecture
14121 n.w. 118 avenue miami florida 33186
(305) 274-2762 f (305) 274-2887 web 00001007



SEA VIEW AT DANIA
LUX RESIDENCES
6011 DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA
PRELIMINARY DESIGN

REV. #	DATE
1	
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PROJECT No.:	
DESIGNED BY:	S.E.
DRAWN BY:	
CHECKED BY:	
ISSUE DATE:	8/10/2020
DRAWING SCALE:	AS SHOWN

111

IR-1.04
FDOT

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): SR A1A (E. Dania Beach Blvd.) from M.P. 6.687 to M.P. 6.813
Permit or FM No(s): 2023-L-491-00011
RLA of Record: William A. Eager, Pres. EGS2 Corporation
Maintaining Agency: City of Dania Beach
Date: April 8, 2024

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING

Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELED WAY SURFACING)

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II.

SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

1. Planting within the right-of-way includes only sod located within 6 separate areas.
2. St. Augustine 'Flor-Tam' sod should be maintained at a height between 3" and 4" with full ground coverage.
3. Evaluate sod on a monthly basis for pests, diseases, drought stress, or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
4. Inspect joints and cracks in concrete pavers & sidewalks, concrete curbs, expansion joints, catch basins, gutter areas, etc. on a monthly basis to keep those areas free of weeds.
5. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage. Ensure that the system does not have sections of low pressure, heads are clean and clear of debris and any damaged irrigation components (heads, valve boxes, etc.) are repaired or replaced.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) <http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADASTandards_index.htm

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase
<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* <http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_florida_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*
<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*
<http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*
<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, Table 215.2.2 Lateral Offset Criteria (for Trees)*
<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* <http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf>

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists <http://www.fleppc.org/list/list.htm>

Florida Irrigation Society <http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 86030000
PERMIT: 2023-L-491-00011
COUNTY: Broward
STATE RD: A1A

EXHIBIT D

RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

(To be provided by City)



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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
Fernando Rodriguez, Public Services Director

SUBJECT: Right-of Way Landscape Maintenance agreement with Dania Beach Rentals LLC,
(Seaview I)

Request:

To enter into a Right-of Way Landscape Maintenance agreement with Dania Beach Rentals LLC for landscape maintenance services as required by FDOT

Background:

On November 9, 2021, pursuant to Resolution No. 2021-179, the City approved the site plan modification for property located at 601 E. Dania Beach Boulevard, known as Seaview I which provides for certain landscaping, pavers, and sprinklers within the AIA right-of-way. FDOT has jurisdiction of A1A (East Dania Beach Boulevard) as part of the State Highway System and is requiring the City to maintain these improvements.

The developer has agreed to maintain the landscaping and pavers, as stipulated in the Right-of-Way Landscape Maintenance Agreement (Agreement).

Budgetary Impact

None

Recommendation

Community Development and Public Services staff are recommending approval of this agreement.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT (“AGREEMENT”) WITH DANIA BEACH RENTALS LLC, (“THE DEVELOPER”) FOR THE PURPOSE OF THE DEVELOPER TO MAINTAIN THE A1A RIGHT OF WAY FROM US-1/SR-5 TO GULFSTREAM ROAD (SEAVIEW I); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 9, 2021, pursuant to Resolution No. 2021-179, the City approved the site plan modification for property located at 601 E. Dania Beach Boulevard, known as Seaview I which provides for certain landscaping, pavers, and sprinklers within the AIA right-of-way; and

WHEREAS, FDOT has jurisdiction of A1A (East Dania Beach Boulevard as part of the State Highway System; and

WHEREAS, the Developer agrees to maintain and irrigate the installation of landscaping and pavers, as stipulated in the Right-of-Way Landscape Maintenance Agreement (Agreement); and

WHEREAS, the Agreement shall be in effect for as long as the improvements exist.

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

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

Section 2. That the proper City officials are authorized to approve the Agreement with Dania Beach Rentals LLC for the maintenance of the landscaping improvements and paver installation located at the Seaview I development, which agreement is attached as Exhibit “A” and incorporated into 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 in force and take effect in ten (10) days after its passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

This Instrument Prepared by:
Eve Boutsis, City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of _____, 2024, by and between DANIA BEACH RENTALS LLC (the "**DEVELOPER**") and the CITY OF DANIA BEACH, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, DEVELOPER is the owner of certain real property located in the City which real property is more particularly described in Exhibit A attached hereto and commonly known as the "Seaview I" (hereinafter referred to as the "Property"); and

WHEREAS, on November 9, 2021, pursuant to Resolution No. 2021-179, the City approved the site plan modification for property located at 601 E. Dania Beach Boulevard, known as Seaview I; and

WHEREAS, FDOT has jurisdiction of A1A (East Dania Beach Boulevard as part of the State Highway System; and

WHEREAS, in order for the improvements along the right-of-way, including landscaping, sprinklers, and pavers to be installed by the DEVELOPER, FDOT requires that the City maintain the improvements and landscaping by entering into a Landscape Maintenance Memorandum of Agreement (MMOA) with FDOT; and

WHEREAS, the City is willing to enter into the MMOA, but also requires the DEVELOPER to enter into a similar agreement with the City to ensure that the pavers, sprinklers, and landscaping is properly maintained, and that the responsibility continue to be provided by the DEVELOPER; and

WHEREAS, DEVELOPER agrees to the perpetual maintenance of right-of-way improvements.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained in this Agreement, the sufficiency and adequacy of which are hereby acknowledged by the parties hereto, the parties to this Agreement do hereby agree as follows

1. Recitals. The foregoing recitations contained in the "Whereas Clauses" are true and correct and are hereby incorporated herein by this reference. All exhibits to this Agreement are hereby deemed a part thereof.

2. Maintenance. DEVELOPER is to maintain those landscape improvements within the plans submitted by DEVELOPER, including plant materials, irrigation systems and/or hardscape (such as specialty surfacing, site furnishings, or other nonstandard items (if applicable), but excluding standard concrete sidewalk).

3. Repairs.

a. **Emergency Repairs by the City** – In the event an emergency repair is required to be performed, the City shall immediately proceed to perform the necessary work. An “emergency repair” is defined as work that is required to be performed on an emergency basis due to an imminent threat to the safety of the traveling public. The City shall send notice of the emergency repair and the customary and reasonable costs associated thereto to DEVELOPER within thirty (30) days after the work is performed and DEVELOPER shall reimburse the City within thirty (30) days following receipt.

4. Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

If to DEVELOPER:

Joseph Milton
DANIA BEACH RENTALS LLC
3211 Ponce de Leon Boulevard #301
Coral Gables, FL 33134

If to City: Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Email: agarcia@daniabeachfl.gov

With copy to:

Eve A. Boutsis
City Attorney
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Email: eboutsis@daniabeachfl.gov

5. Term. This Agreement shall have a duration of twenty (20) years and shall be extended automatically for five (5) year increments unless terminated by the City.

6. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

7. Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties and recorded amongst the public records of Broward County, Florida.

8. Waivers. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies.

9. Assignment and Binding Effect. This Agreement and the rights, duties, obligations and privileges of the parties herein are assignable with the prior written consent of the City and DEVELOPER. Any assignment of this Agreement shall be recorded amongst the public records of Broward County, Florida. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

10. Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Parties to Agreement. This is an agreement solely between the City and DEVELOPER. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than the successors or assigns of the City or DEVELOPER.

12. Venue: All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Broward County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

13. Attorneys' Fees; Jury Trial. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the City or DEVELOPER, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and costs incurred in connection therewith both at the trial and appellate levels.

14. Recordation. This Agreement shall be recorded in the Public Records of Broward County, Florida and DEVELOPER shall pay the cost of recording.

15. Effective Date. This Agreement shall be effective upon the later of (a) the date the Agreement is entered into by the parties, or (b) the final inspection and acceptance of the Fronton Boulevard improvements by the City and Broward County, as applicable.

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

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

DEVELOPER

DANIA BEACH RENTALS LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the ____ day of _____, 2024, by _____, as _____ of Dania Beach Rentals, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT “A”

Legal Description of Property

PARCEL “A”, OF “CALM”, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

Legal Description of Fronton Boulevard

EXHIBIT “C”

Yearly Itemized Costs for the Maintenance of Fronton Boulevard

Task Item	Annualized Cost
Landscape Maintenance	\$24,000.00
Maintenance of Drainage Systems	\$667.00
Miscellaneous Maintenance	\$2,000.00

EXHIBIT “D”

Planting Plan and Schedule for Fronton Boulevard



City of Dania Beach Public Services Memorandum

DATE: 6/25/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO ENTER INTO AGREEMENT WITH THE FLORIDA
DIVISION OF EMERGENCY MANAGEMENT FOR THE “SOUTHEAST
DRAINAGE RETROFIT” PROJECT

Request:

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing an agreement with the Florida Division of Emergency Management (FDEM) for the construction of the “Southeast Drainage Retrofit” Project (Project).

Background:

The City entered into Agreement 4337-494-R with FDEM to design the above-referenced Project. Upon the design’s completion, the City pursued FDEM’s approval for the project’s construction phase. Approval requirements included a comprehensive review by the Federal Emergency Management Agency (FEMA) to ensure that the Project met Hazard Mitigation Grant Program (HMGP) guidelines.

During the HMGP application process, FEMA allowed applicants to construct a "global" project that would be used as the applicant's 25 percent match on other HMGP applications. FEMA approved the Project as a “global” project and four other important HMGP projects: City Hall wind mitigation, Fire Station retrofit, lift station resiliency, and the police substation generator.

The new agreement with FDEM for the construction of the Project allows the City to execute the agreement with Ric-Man Construction Florida, Inc. to construct Phase I of the Southeast Drainage Retrofit Project.

Budgetary Impact

This agreement allows for converting the City’s existing HMGP agreement from 75 percent up to 100 percent funding.

Recommendation

PSD recommends the City Commission adopt a resolution authorizing an agreement with FDEM for the construction of the Southeast Drainage Retrofit Project.

RESOLUTION NO. 2024-_____

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 DIVISION OF EMERGENCY MANAGEMENT FOR THE CONSTRUCTION OF THE SOUTHEAST DRAINAGE RETROFIT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach entered into a non-financial Hazard Mitigation Grant Program (HMGP) Agreement 4337-494-R with the Florida Division of Emergency Management (FDEM) to design the Southeast Drainage Retrofit Project (Project); and

WHEREAS, upon completion of the drainage design, FDEM submitted the Project to the Federal Emergency Management Agency (FEMA) for compliance with the HMGP regulations and authorization for the FDEM to enter into a non-financial HMGP agreement with the City to construct the Project as a “global” project; and

WHEREAS, the non-financial HMGP agreement between the City and FDEM will classify the Project as a “Global” project, thereby increasing FDEM’s grant funding from 75 percent up to 100 percent for the City’s other four HMGP projects: City Hall Wind Retrofit, Fire Station Wind Retrofit, Lift Station Resiliency, and Police Substation Generator; and

WHEREAS, the City Administration strongly supports the Project and is interested in receiving additional grant funding for its HMGP projects from the FDEM as described in the Agreement attached as “Exhibit A”, which is made part of and 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 above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to accept and execute a Hazard Mitigation Grant Program Agreement on behalf of the City of Dania Beach with the Florida Division of Emergency Management for the construction of the Southeast Drainage Retrofit Project as a Global Project.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement which are deemed necessary and proper and in the best interest of the City, which shall include amendments extending the agreement period.

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Dania Beach
PROJECT #:	4337-494-A
PROJECT TITLE:	City of Dania Beach, Southeast Dania Beach, Drainage
CONTRACT #:	H1090
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Candido Sosa-Cruz Deputy City Manager 100 W. Dania Beach Blvd Dania Beach, Florida 33004

Enclosed is your copy of the proposed contract/modification between **City of Dania Beach** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 312-9443 or email me at Alejandro.Vargas@em.myflorida.com.

Agreement Number: H1090
Project Number: 4337-494-A

NON-FINANCIAL AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Dania Beach
Sub-Recipient's unique entity identifier:	U56KXBHZUBK9 / 59-6000302
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	May 8, 2024
Subaward Period of Performance Start and End Date:	May 8, 2024 through August 31, 2026
Amount of Federal Funds Obligated by this Agreement:	\$0.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$0.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$0.00
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Alejandro.Vargas@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Dania Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services and local/global match; and;
- B. The Sub-Recipient is to provide local/global match to be applied as non-federal match to FEMA project(s) 4337-201-R, 4337-203-R, 4337-285-R, and 4337-334-R in compliance with the guidance provided in Hazard Mitigation Assistance Cost Share Guide (May 2016) *Section 4, HMGP Global Match*.
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Alejandro Vargas
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, FL 32399
Telephone: 850-312-9443
Email: Alejandro.Vargas@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Candido Sosa-Cruz
Deputy City Manager
100 W. Dania Beach Blvd
Dania Beach, Florida 33004
Telephone: 954-924-6800
Email: csosacruz@daniabeachfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on May 8, 2024 and shall end on August 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$0.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data and accomplishments to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “Except in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances

- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions
- xii. Attachment K – Certification Regarding Lobbying
- xiii. Attachment L – Florida Accountability Contract Tracking System
- xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.
- c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-

Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the

Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into

smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF DANIA BEACH

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: **\$ 0.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage in the Southeast Dania Beach neighborhood in Dania Beach, Broward County, Florida, funded as a Global Match Project, through the Hazard Mitigation Grant Program (HMGP) **DR-4337-494-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Dania Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to mitigate flooding in the Southeast Dania Beach neighborhood in Dania Beach, Florida 33004. The project area is bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south, and SE 5th Avenue to the east.

The Phase II – Construction scope of work proposes to improve the area's stormwater collection and conveyance system by constructing new catch basins at swale areas and expanding and interconnecting the drainage system. The area includes two basins: the North Basin and the South Basin. Specifically, for the two basins, the project comprises the construction of new exfiltration trenches with 24-inch perforated reinforced concrete pipe (RCP) to capture the incoming street runoff via sheet flow, baffles at the inlets and downstream weirs, and catch basins at swale areas. Additionally, the project includes the installation of pipes ranging from 12-inch to 24-inch to convey the overflow runoff from the exfiltration trenches to two new duplex pump stations located at the lowest topographical elevations of each basin. From each pump station, the effluent shall be directed through 24-inch ductile iron pipe (DIP) into twenty-four pressurized injection wells (twelve per each pump station) with minimum casing of 115 feet and estimated capacity of 240 gpm/ft-head to a max of 8-feet NGVD. Each pump station includes sized wet wells and hydrodynamic separators. Any residual stormwater in the stormwater system after the injection wells shall be routed through pipes to the existing outfalls at West Lake Park. Furthermore, the project includes the elevation of sections of SE 3rd Avenue, SE 3rd Street, SE 3rd Terrace, SE 3rd Place, SE 4th Street, and SE 6th Street varying up to an approximate crown elevation of 4.29-feet NGVD, located in critical low topographical areas, and the necessary pavement and utilities restoration and relocation. The Southeast Dania Beach neighborhood is a fully developed residential neighborhood consisting of approximately 500 single-family homes. Currently, the project area experiences localized structural and road flooding throughout the year due to an undersized stormwater infrastructure ranging from 15-inch to 30-inch pipes sparsely located throughout the neighborhood, which conveys the runoff into the West Lake Park through to five existing outfalls near SE 5th Avenue. The project shall reduce the duration and severity of structural and road flood damages and downtime and improve the neighborhood residents' quality of life.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	Southeast Dania Neighborhood	Southeast Dania Beach, Florida 33004	NE	26.046905, -80.135504
			SE	26.045361, -80.135341
			SW	26.044344, -80.141470
			NW	26.046780, -80.141428

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable.

The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Copy of permits(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, electronic submittal (via email).
 - d) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - e) Letter or documentation stating if human remains or intact archaeological features or deposits were discovered during project activities.
 - f) Copy of the floodplain permit or notification of No Permit Required (NPR) from the local floodplain administrator obtained prior to work beginning.
 - g) Verification of compliance with applicable floodplain permits.
 - h) Copy of the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) or notification of No Permit Required from the responsible regulator agency obtained prior to construction.
 - i) Verification of compliance with applicable Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD) Environmental Resource Permits (ERP).
 - j) Letter affirming that vehicles and equipment were stored onsite or at existing access points within the Sub-Recipient's right-of-way.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments shall be applied to larger awards allowing smaller awards to be fully obligated. Obligations shall be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to the Southeast Dania Beach neighborhood in Dania Beach, Florida, by constructing new catch basins at swale areas and expanding and interconnecting the drainage system to reduce the duration and severity of structural and road flood damages and improve the neighborhood residents' quality of life.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) The Sub-Recipient shall be responsible for obtaining any required FDEP Environmental Resource Program (ERP) permits/waivers. Compliance with FDEP requirements constitutes compliance with Florida CZM. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) Construction vehicles and equipment shall be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way.
- 7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Sub-Recipient shall commit to completion of the match project. If for any reason this match project is not completed or is otherwise rendered ineligible, the Sub-Recipient retains responsibility for the non-federal share/ of all projects utilizing the Global Match of this project/ if it wishes to continue with the project. Failure to meet this commitment may result in the disallowance of all or part of otherwise allowable federal share costs. Project shall meet all HMA-HMGP Requirements, including compliance all applicable Federal and State Laws and Regulations. Shall meet matching cost share rules and provide the same closeout documentation for the match projects as with regular federally funded projects.
- 10) Special Conditions required on implementation of project:
- a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administration before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required: No**
 - b) **CZMA CONDITION:** The Sub-Recipient is responsible for obtaining any required FDEP Environmental Resource Program (ERP) permits/waivers. Compliance with FDEP requirements constitutes compliance with Florida CZM. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Coastal Zone Management Act (CZMA) **Monitoring Required: No**
 - c) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05 **Source of condition:** National Historic Preservation Act (NHPA). **Monitoring Required: No**
 - d) **NHPA CONDITION:** Construction vehicles and equipment will be stored onsite during the project or at existing access points within the Sub-Recipient's right-of-way. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-494-R**, and shall be reported under **4337-494-A**. It is funded under HMGP, as a Global Match Project FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 8, 2024, and the Period of Performance for this project shall end on **August 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK**Phase II-**

State Contracting:	3 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspections / Compliance:	3 Months
Closeout Compliance:	2 Months
Total Period of Performance:	27 Months

BUDGET (GLOBAL MATCH PROJECT)**Line Item Budget***

Phase II	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$26,502,541.00	\$0.00	\$26,502,541.00
Labor:	\$2,745,057.00	\$0.00	\$2,745,057.00
Fees:	\$1,462,380.00	\$0.00	\$1,462,380.00
Initial Agreement Amount:	\$30,709,978.00	\$0.00	\$30,709,978.00
***Contingency Funds:	\$1,535,498.00	\$0.00	\$1,535,498.00
Project Total:	\$32,245,476.00	\$0.00	\$32,245,476.00

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$1,535,498.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

Global Match Project: *This project has been awarded as the Global Match project with no Federal funding (100% of the funding is covered by Sub-Recipient, under Non-Federal share). This project provides the Non-Federal Match for HMGP Projects **4337-201-R, 4337-203-R, 4337-285-R and 4337-334-R.***

Funding Summary Totals

Federal Share:	\$0.00	(0.00%)
Non-Federal Share:	\$32,245,476.00	(100.00%)
Total Project Cost:	\$32,245,476.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 18, 25, and 206; Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance, 2023;
- (5) Hazard Mitigation Assistance Cost Share Guide (May 2016);
- (6) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act

- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C., 54 U.S.C. 3125;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present

c. Hazardous Materials Present

- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Dania Beach

REMIT ADDRESS: _____

CITY: Dania Beach STATE: Florida ZIP CODE: 33004

PROJECT TYPE: Drainage PROJECT #: 4337-494-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1090

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 0.00 %	Obligated Non- Federal 100.00 %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	<u>\$</u> _____
ADMINISTRATIVE COST	<u>\$</u> _____
APPROVED FOR PAYMENT	<u>\$</u> _____
	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
	DATE _____

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Dania Beach PAYMENT #: _____
PROJECT TYPE: Drainage PROJECT #: 4337-494-A
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1090

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Dania Beach

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: City of Dania Beach PROJECT #: 4337-494-A
PROJECT TYPE: Drainage CONTRACT #: H1090
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Dania Beach

Sub-Recipient's Name

H1090

DEM Contract Number

4337-494-A

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-494-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 0.00

OBLIGATION/ACTION DATE: May 8, 2024

SUBAWARD DATE (if applicable): _____

UEI#: U56KXBHZUBK9

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to mitigate flooding in the Southeast Dania Beach neighborhood in Dania Beach, Florida 33004. The project area is bounded by SE 3rd Street to the north, SE 2nd Avenue to the west, SE 7th Street to the south, and SE 5th Avenue to the east.

The Phase II – Construction scope of work proposes to improve the area's stormwater collection and conveyance system by constructing new catch basins at swale areas and expanding and interconnecting the drainage system. The area includes two basins: the North Basin and the South Basin. Specifically, for the two basins, the project comprises the construction of new exfiltration trenches with 24-inch perforated reinforced concrete pipe (RCP) to capture the incoming street runoff via sheet flow, baffles at the inlets and downstream weirs, and catch basins at swale areas. Additionally, the project includes the installation of pipes ranging from 12-inch to 24-inch to convey the overflow runoff from the exfiltration trenches to two new duplex pump stations located at the lowest topographical elevations of each basin. From each pump station, the effluent shall be directed through 24-inch ductile iron pipe (DIP) into twenty-four pressurized injection wells (twelve per each pump station) with minimum casing of 115 feet and estimated capacity of 240 gpm/ft-head to a max of 8-feet NGVD. Each pump station includes sized wet wells and hydrodynamic separators. Any residual stormwater in the stormwater system after the injection wells shall be routed through pipes to the existing outfalls at West Lake Park. Furthermore, the project includes the elevation of sections of SE 3rd Avenue, SE 3rd Street, SE 3rd Terrace, SE 3rd Place, SE 4th Street, and SE 6th Street varying up to an approximate crown elevation of 4.29-feet NGVD, located in critical low topographical areas, and the necessary pavement and utilities restoration and relocation. The Southeast Dania Beach neighborhood is a fully developed residential neighborhood consisting of approximately 500 single-family homes. Currently, the project area experiences localized structural and road flooding throughout the year due to an undersized stormwater infrastructure ranging from 15-inch to 30-inch pipes sparsely located throughout the neighborhood, which conveys the runoff into the West Lake Park through to five existing outfalls near SE 5th Avenue. The project shall reduce the duration and severity of structural and road flood damages and downtime and improve the neighborhood residents' quality of life.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	Southeast Dania Neighborhood	Southeast Dania Beach, Florida 33004	NE	26.046905, -80.135504
			SE	26.045361, -80.135341
			SW	26.044344, -80.141470
			NW	26.046780, -80.141428

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

This Certification Regarding Lobbying is required for all Contracts, Grants, Loans, and Cooperative Agreements that exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18. This Certification is not required if the Contract, Grant, Loan, or Cooperative Agreement is less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

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City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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 and Zoning Manager

SUBJECT: SP-025-22/VA-019-23: The applicant, First Dania Beach LLC, is requesting a site plan modification for 101 Dania Beach Apartments, the property located at 46 SW 1 Avenue.

Request:

SP-025-22/VA-019-23: The applicant, First Dania Beach LLC. is requesting to continue this site plan modification for 101 Dania Beach Apartments, the property located at 46 SW 1 Avenue until July 9, 2024.

Background:

Item Continued

Budgetary Impact

Item Continued

Recommendation

The Community Development Department recommends the City Commission continue the site plan modification until July 9, 2024.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-025-22MOD), SUBMITTED BY FIRST DANIA BEACH LLC, FOR PROPERTY LOCATED AT 46 SW 1ST AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code” (the “LDC”), Part 6, 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, First Dania Beach, LLC (the “Applicant”) is requesting approval of a site plan modification that will accommodate a new gymnasium facility on the second and third floor having a ground floor lobby. The originally proposed patio on the second floor will be closed on floors two and three. The first floor is proposed to be converted to retail space for property located at 46 SW 1st Avenue in the City of Dania Beach; (the “City”) as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this resolution by this reference; and

WHEREAS, the Applicant is requesting Site Plan approval (SP-025-22MOD) to permit the future redevelopment with modifications of the subject property pursuant to and consistent with the attached Site Plan provided as Exhibit “B”; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-025-22MOD) is consistent with the City’s Land Development Code and Comprehensive Plan and will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-25-22MOD) request is consistent with the City’s Comprehensive Plan and Land Development Regulations.

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

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

Section 2. That pursuant to Chapter 28 “Land Development Regulations,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans,” the following Site Plan (SP-025-22MOD), attached as Exhibit “B” which is made a part of and incorporated into this Resolution by this reference, is approved subject to compliance with the following conditions which must be satisfied prior to issuance of a building permit unless a different timeframe is specified within a specific condition (references to Sections are to those in the LDC):

1. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the proposed development to address the concerns of the neighbors and provide a stormwater management solution at the owner’s expense. (Engineering)
2. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
3. The Applicant shall provide the necessary drainage calculations to demonstrate that the site will meet the criteria set forth in the City Code Section 27-227 at the time of building and ROW permit submittal. (Engineering)
4. Sight triangles shall be approved by landscaping. (Engineering)
5. The Developer shall design, permit, construct, and certify the force main connection from the private force main onsite to the city’s force main on Dania Beach Boulevard. (Engineering)
6. It is understood that the owner is installing a lift station to support both Phase 1 and Phase 2 under the Phase 2 project. If Phase 2 does not proceed or the lift station does not accommodate Phase 1 requirements, then the owner is responsible for the lift station for Phase 1. (Engineering)
7. Since 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 due to process the request. The Developer is responsible for all fees to update the agreement if required. (Engineering)
8. The Developer shall design, permit, construct, and certify the exfiltration trench to accommodate drainage in the Right-of-Way. (Engineering)
9. The Developer is aware that if the two adjacent projects that are currently in the permitting process, City Place and 101 Dania Beach Phase 1, do not proceed then the Developer is responsible for the construction of all proposed water main, force main, and drainage improvements to support the project. (Engineering)

10. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the Right-of-Way when buildings are constructed or substantially improved. (Engineering)
11. Provide Broward County standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
12. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
13. Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable) shall be required at the time of the Building and Right-of-Way permitting. (Engineering)
14. Detailed and complete engineering plans are required at the time of Building and Right-of-Way permitting. (Engineering)
15. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the cover and separation between water, sanitary, storm-water service lines, etc., as applicable. (Engineering)
16. Show all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
17. 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)
18. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building and Right-of-Way Permits (South Florida Water Management District (SFWMD), Broward County Surface Water Management License (BC SWM), Broward County Environmental Protection and Growth Management Department (EPGMD) Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BC Traffic Engineering Division, etc.). Also, Utility / Right-of-Way Permits from the city, Broward County, and State Roads, as applicable, shall be included. (Engineering)
19. Any cost recovery account balances must be satisfied with the Community Development Department prior to approval of any Building Permit. (Planning)
20. Per Section 605-30(k) Applicant shall provide a traffic study **six (6) months after** the commencement of operations at the LA Fitness facility. This should comprehensively assess the impact of the facility on the surrounding traffic patterns and include mitigation strategies for any issues identified. (traffic)
21. 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).

22. RAC TRAFFIC IMPACT MITIGATION KBP Consulting Inc Traffic Impact Analysis signed and dated May 10, 2024, identifies 193 PM Peak Hour Trips for the Dania Beach Park site plan. Therefore, \$4,103.18 (193 trips X \$21.26) is due prior to issuance of a building permit. (Planning)
23. Recreation And Open Space Impact Fee: In accordance with Resolution 2015-071, \$1,364.00, per Dwelling, must be paid for Recreation and Open Space Impacts at the time the building permit is issued. A total of \$139,128.00 (1,364.00 x 102 units) will be due at the time of building permit. (Planning)
24. Applicant to submit Public Park Fee (incentive) = \$0.50/gross SF of residential floor area. Applicant paying the Park Fee (three times) 3 X, per 87,058 Gross Square Feet/\$.50 of the development plan for a value of approximately \$130,587 due to the City prior to issuance of a building permit. (Planning)
25. Unity of control and restrictive covenant required to satisfy pervious area requirements per Sec.303-30.E.4.b prior to issuance of a building permit. (Planning)
26. All proposed businesses shall apply for a Certificate of Use and Business Tax Receipt before operating to the public. (Planning)
27. Provide a reciprocal easement (cross-access) agreement between phases I and II that identifies parking needs satisfied for the City Attorney review. It must be recorded before issuance of the Certificate of Occupancy. (Planning)
28. Applicant must enter into a Developers Agreement with the City for the construction of a 2-story addition to the City's parking garage to be completed prior to issuance of a Certificate of Occupancy of Dania Apartments 101, Phase 2. Construction is to include creation of plans needed for construction as well as obtaining and executing a building permit for the construction to be completed at the sole expense of the applicant. Upon completion, the City will provide one floor of (approximately 100) of exclusive parking spaces to the applicant at no additional cost. (Planning)

Section 3. That pursuant to Section 635-100 "Expiration of Site Plans" of the Land Development Code, Site Plan (SP-025-22MOD) 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 4. Such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street, Suite 101, Dania Beach, Florida 33312 (954) 359-6100.

Section 5. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the

Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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"
Legal Description

LOT 17, 18, AND 19, BLOCK 21, TOWN OF MODELLEO, NOW KNOWN AS THE TOWN OF DANIA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATED LYING AND BEING IN BROWARD COUNTY, FLORIDA.

Exhibit B

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT REVIEW COMMITTEE (DRC)
SITE PLAN APPLICATION
SEPTEMBER - 2022

INDEX - LIST OF DRAWINGS

SURVEY

LEGAL DESCRIPTION & NOTES
BOUNDARY SURVEY
PLAT

ARCHITECTURAL

A-000 COVER SHEET & INDEX
A-100 SITE PLAN
A-101 ZONING ANALYSIS
A-102 SITE PLAN DETAILS
A-103 SITE PLAN TEMPORARY FENCE

A-201 GROUND LEVEL
A-202 2ND LEVEL
A-203 3RD LEVEL
A-204 4TH LEVEL
A-205 5TH LEVEL
A-206 6TH LEVEL

A-207 7TH TO 8TH LEVEL
A-208 9TH TO 12TH LEVEL
A-209 ROOF LEVEL
A-210 TYPICAL UNITS
A-211 3D SHADOW STUDY

A-301 WEST & EAST ELEVATION
A-302 NORTH & SOUTH ELEVATION
A-303 ELEVATIONS (CALCULATION OF FENESTRATION)

A-401 SCHEMATIC SECTION
A-402 SCHEMATIC SECTION

LS-01 LIFE SAFETY GROUND FLOOR
LS-02 LIFE SAFETY 2ND FLOOR
LS-03 LIFE SAFETY 3RD FLOOR
LS-04 LIFE SAFETY 4TH FLOOR
LS-05 LIFE SAFETY 5TH FLOOR
LS-06 LIFE SAFETY 6TH TO 12TH FLOOR

R-101 RENDERING
R-102 RENDERING
R-103 RENDERING
R-104 RENDERING
R-105 RENDERING

LANDSCAPE PLANS

L-1 LANDSCAPE PLAN
L-2 ROOF LEVEL LANDSCAPE PLAN

PHOTOMETRIC

PH-01 GROUND FLOOR EXTERIOR PHOTOMETRIC PLAN

CIVIL PLANS

C1-PAVEMENT MARKING & SIGNAGE PLAN
C1A-BCTED STANDARD DETAILS
C2-PAVING, GRADING & DRAINAGE PLAN
C3-WATER AND SEWER PLAN
C4-PAVING, GRADING, AND DRAINAGE DETAILS
C5-WATER AND SEWER DETAILS
C6-GENERAL NOTES AND SPECIFICATIONS
C7- GENERAL NOTE & SPECIFICATIONS



DEVELOPER:

THE APOLLO COMPANIES.
2875 NE 191ST STREET SUITE PH-4
AVENTURA, FL 33180
OFFICE: (305) 677-3700, EXT. 405
WWW.APOLLOCOMPANIES.COM

ARCHITECT:

CAYMART DESIGN, INC.
5001 SW 74TH COURT, SUITE 100 MIAMI, FL 33155
TEL. 305-669-5040 www.caymartdesign.com

LANDSCAPE:

KIMBERLY MOYER,PLA.
TEL. 954-592-3695
k.moyerla@gmail.com

CIVIL:

FLYNN ENGINEERING SERVICES, P.A.
241 COMMERCIAL BLVD.
LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: 954-522-1004
WWW.FLYNNENGINEERING.COM

TRAFFIC:

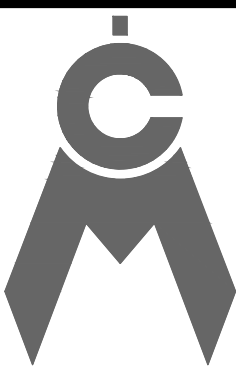
KBP CONSULTING, INC.
KARL PETERSON, P.E.
8400 N UNIVERSITY DRIVE, SUITE 309.
TAMARAC, FL 33321
PHONE: 954-560-7103

PROJECT No.:	REV. #	DATE
	1	01/19/2024 SITE PLAN MODIFICATION
DESIGNED BY:	2	
	3	
DRAWN BY:	4	
	5	
CHECKED BY:	6	
	7	
ISSUE DATE:	8	04-08-2022
	9	
DRAWING SCALE:	10	AS SHOWN

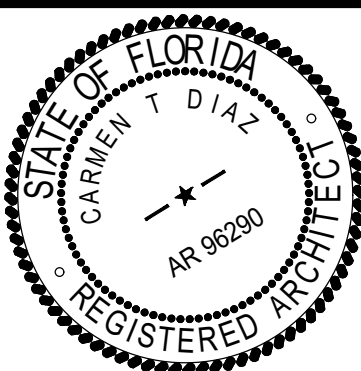
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 SW 74th Ct. Ste 100
Miami, FL 33155
Ph: (305) 669-5040 Fax:
(305) 669-5041
www.caymartdesign.com



ARCH. CARMEN T. DIAZ
LIC # AR 96220
5001 SW 74th COURT
SUITE 100
MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041

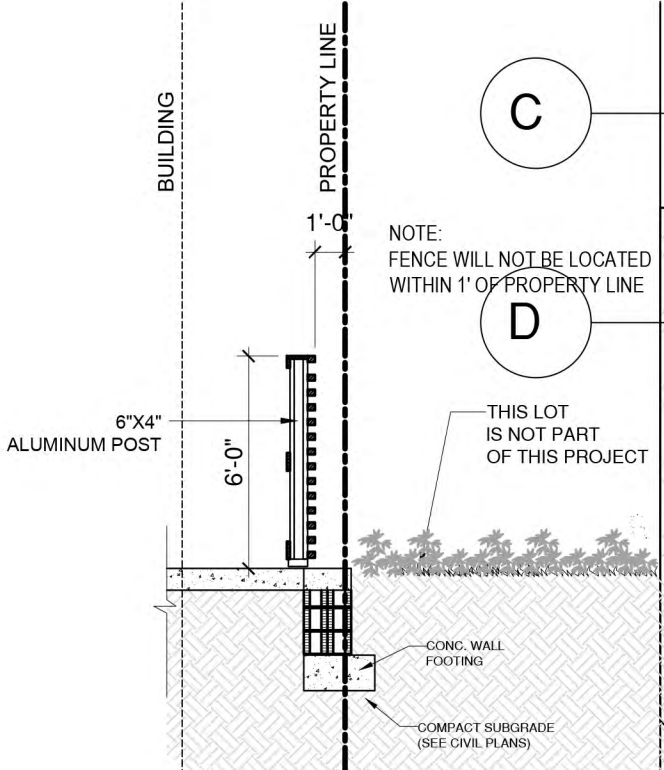


SHEET No:

A-000

LEGAL DESCRIPTION:

• ADDRESS: 46 SW 1ST AVENUE, DANIA BEACH, FL 33004
LOT 17, 18 AND 19, BLOCK 21, TOWN OF MODELO, NOW KNOWN AS THE TOWN OF DANIA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 49, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

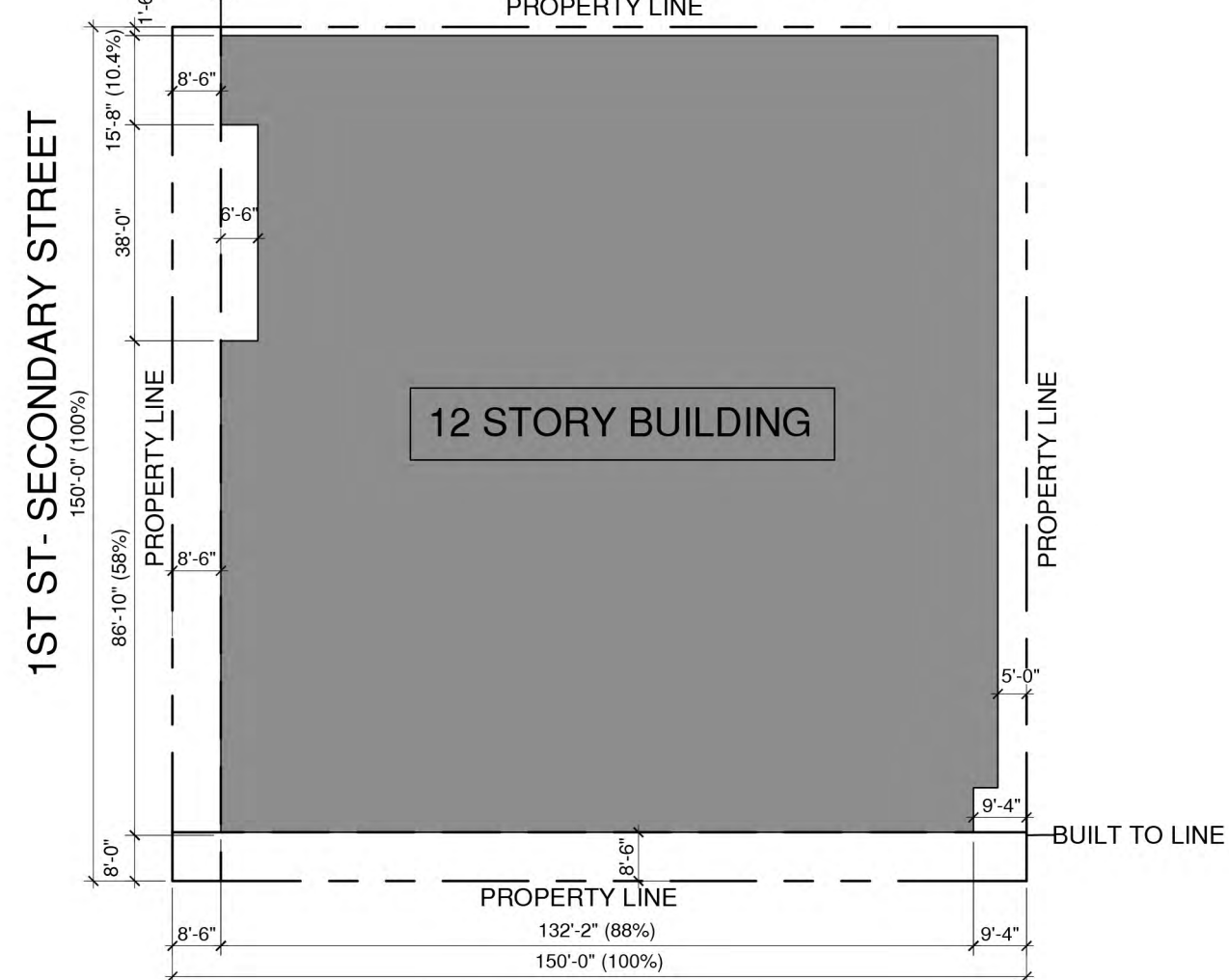


ALUMINUM
FENCE DETAIL

SCALE: 3/16" = 1'-0"

LOCATION MAP

N.T.S.

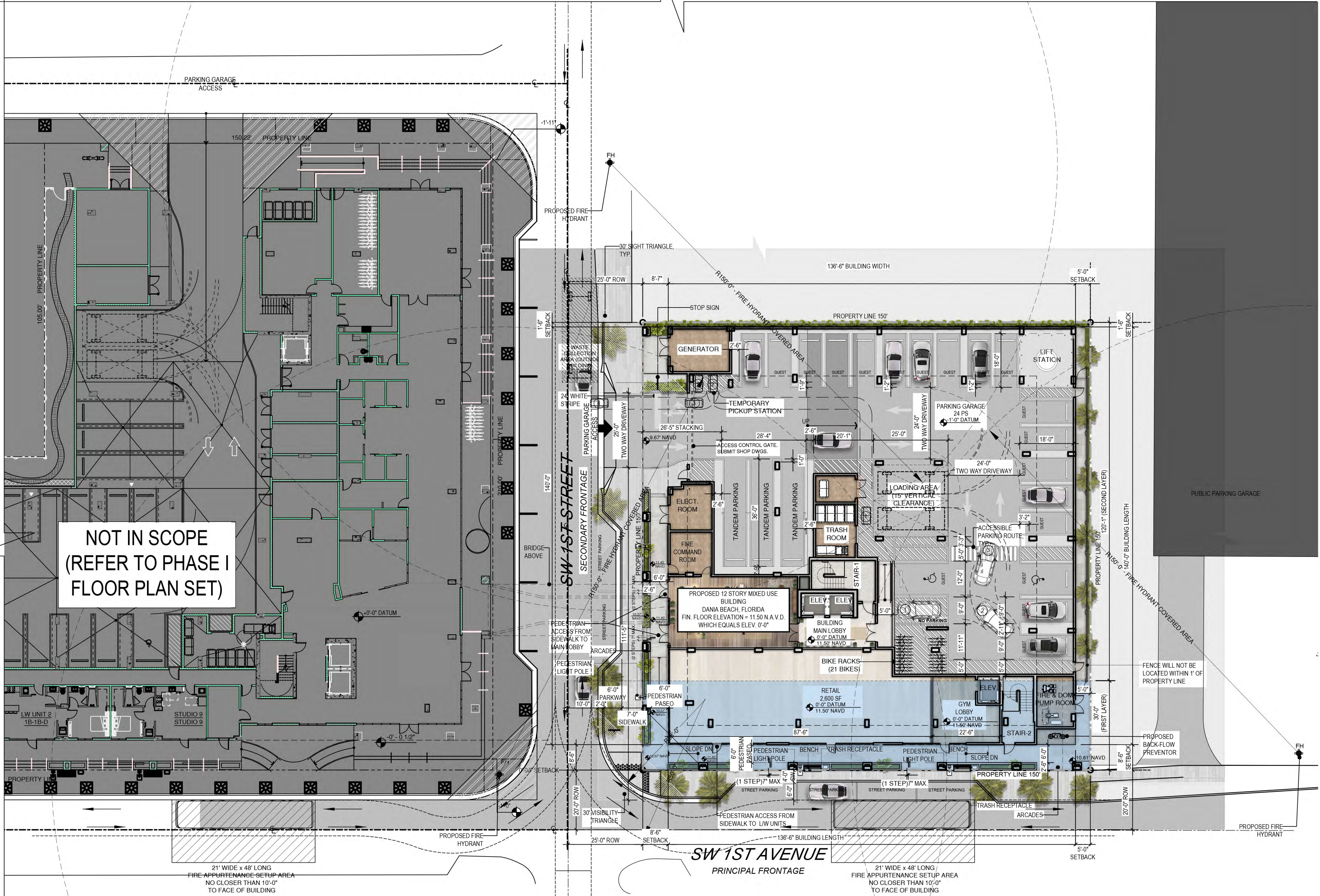


NOTE ON LEVELS:
UNLESS SPECIFIED, LEVELS ARE SHOWN D.A.T.U.M.
± 0'-0" D.A.T.U.M. = 11.50' N.A.V.D.

BUILDING PLACEMENT CALCULATION

1ST ST. FRONTAGE	
86'-10"	(58%)
15'-8"	(10.4%)
102'-6"	68.4% OF 150'-0" (100%)
1ST AVE. FRONTAGE	
132'-2"	(88%) OF 150'-0" (100%)

NOT IN SCOPE
(REFER TO PHASE I
FLOOR PLAN SET)



IN BUILDING PUBLIC SAFETY RADIO
ENHANCEMENT SYSTEM

NEW BUILDINGS SHALL COMPLY WITH "IN BUILDING PUBLIC SAFETY RADIO ENHANCEMENT SYSTEM" IN ACCORDANCE WITH NFPA 11.11.10.
THIS BUILDING IS EQUIPPED WITH A ROOM, 2-HR. FIRE PROTECTED WITH EMERGENCY POWER & AIR CONDITIONING FOR EQUIPMENT INSTALLATION AT TOP LEVEL (ROOF) AND A 2-HOUR FIRE RATED VERTICAL SHAFT ALL THE WAY DOWN TO GROUND LEVEL WITH ACCESS PANEL AT EVERY LEVEL FOR FUTURE USE.

THE PROPOSED BUILDING DESIGN WILL PROVIDE 99% FLOOR AREA RADIO COVERAGE IN CRITICAL AREAS AS DESCRIBED IN NFPA 72 - 24.5.2.2.1 AND 90% FLOOR AREA RADIO COVERAGE IN GENERAL BUILDINGS AREAS AS DESCRIBED IN NFPA 72 - 24.5.2.2.2 OR A TWO-WAY RADIO COMMUNICATION ENHANCEMENT SYSTEM SHALL BE INSTALLED AS REQUIRED BY FLORIDA FIRE PREVENTION CODE (SEVENTH EDITION) NFPA 1, 11.10.

PROFESSIONAL ENGINEER IN RADIO COVERAGE AND RADIO ENHANCEMENTS SYSTEMS WILL PROVIDE SEPARATE PERMIT WITH THE REQUIRED RADIO SIGNAL LEVEL TESTING GRID FOR EACH FLOOR LEVEL THAT CONTAINS A GRID AS DESCRIBED IN NFPA 72 A.14.4.12.1.3 FOR THE NECESSARY TESTING THAT WILL BE REQUIRED PRIOR TO ISSUANCE OF A C.O. OR FOR THE TWO WAY COMMUNICATION ENHANCEMENT SYSTEM

ACCESSIBLE ROUTES AND CHANGES IN ELEVATION

BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2

THE SLOPE OF A WALKING SURFACE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 20, UNLESS THE RAMP REQUIREMENTS ARE MET AS PER FFPC 101 7.1.6.3

THE SLOPE PERPENDICULAR TO THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 48 AS PER FFPC 101 7.1.6.3

ALL ACCESSIBLE MEANS OF EGRESS REQUIRE A HARD SURFACE THAT IS MINIMUM OF 36" WIDE OR 44" IF THE OCCUPANT LOAD IS GREATER THAN 50 PERSONS.

REFER TO FLOOR PLANS FOR SPECIFIC GRADES AT ALL PUBLIC WAY CONNECTIONS WITH BUILDING AND ACCESSIBLE PARKING SPOTS AT PARKING GARAGE.

FIRE PUMP:

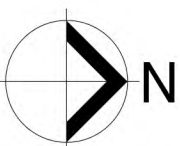
STANDARD INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION SHALL BE IN COMPLIANCE WITH NFPA 20 LATEST EDITION
FIRE PUMP F.F.E IS IN COMPLIANCE WITH REQUIREMENT TO BE ABOVE THE 100 YEAR FLOOR LEVEL.

DESIGN DEVIATIONS

- PER SEC. 311-20, "SHOPFRONT STORE ENTRANCES SHOULD BE RECESSED, NOT FLUSH, WITH THE EDGE OF THE BUILDING FACADE. TO PROVIDE SHUTTER FOR PERSONS ENTERING AND EXITING, TO ARTICULATE THE FACADE, AND TO PROVIDE MAXIMUM WINDOW DISPLAY AREA AT THE ENTRANCE (THE RECESS ALLOWS THE ANGLING OF THE SHOP WINDOWS AT A FORTY-FIVE-DEGREE ANGLE FROM THE FACADE TO THE ENTRY)." LIVE-WORK ENTRANCES AND THE FRONTAGE TYPE PROPOSED WILL BE IN UNIFORM FROM THE DESIGN CONCEPT APPROVED ON PHASE I OF THE PROJECT.
- PER SEC. 311-20.E.4. GALLERY ROOF DOES NOT EXTEND TO WITHIN 3' OF CURB DUE TO EXISTING ROW DESIGN. FRONTAGE DESIGN AND THE MODIFIED GALLERY ROOF PROPOSED AS A CONTINUATION OF A DESIGN CONCEPT APPROVED FROM PHASE I OF THE PROJECT BY DESIGN VARIATION REQUESTED ON THE SITE PLAN.
- PER SEC. 303-40.L, SETBACK ON FRONT STREET FOR SHOPFRONT FRONTAGE IS 0'-5". FIRST THREE LEVELS MUST BE ON BUILD TO LINE PER SEC. 303-30.A.2. SETBACKS AND FRONTAGE TYPE PROPOSED ARE THE CONTINUATION OF A DESIGN CONCEPT APPROVED FROM PHASE I OF THE PROJECT BY DESIGN VARIATION REQUESTED ON THE SITE PLAN.
- PER SEC. 303-40.L, SETBACK ON SOUTH STREET FOR SHOPFRONT FRONTAGE IS 0'-5". FIRST THREE LEVELS MUST BE ON BUILD TO LINE PER SEC. 303-30.A.2. SETBACKS AND FRONTAGE TYPE PROPOSED ARE THE CONTINUATION OF A DESIGN CONCEPT APPROVED FROM PHASE I OF THE PROJECT BY DESIGN VARIATION REQUESTED ON THE SITE PLAN.
- PER SEC. 311-20.E.4.C, PROPOSED FRONTAGE IS A SHOPFRONT WITH MODIFIED GALLERY ROOF. PLANS AND ZONING DATA PROPOSED REFERENCE "ARCADE" AS A CONTINUATION OF A DESIGN CONCEPT APPROVED FROM PHASE I OF THE PROJECT BY DESIGN VARIATION REQUESTED ON SITE PLAN.
- SETBACKS AND FRONTAGE TYPE PROPOSED ARE THE CONTINUATION OF A DESIGN CONCEPT APPROVED FROM PHASE I OF THE PROJECT. PARKING TO BE LOCATED WITHIN FIRST 30' MEASURED FROM PROPERTY LINE BY DESIGN VARIATION REQUESTED ON SITE PLAN.

SITE PLAN

SCALE: 1" = 20'-0"



REFER TO FLOOR PLANS FOR SPECIFIC GRADES AT ALL PUBLIC WAY CONNECTIONS WITH BUILDING AND ACCESSIBLE PARKING SPOTS AT PARKING GARAGE.

PARKING GARAGE PAVEMENT MARKINGS ARE SHOWN IN THE ARCHITECTURAL PLANS SHEETS A-201, A-202, & A-203A AND DETAILS PROVIDED ON SHEET A-104
REFER TO CIVIL PLANS FOR ALL ON-STREET PAVEMENT MARKINGS

NOTE:
ALTERNATIVE PARKING STANDARDS ARE BEING APPLIED

- NOTE:
- 1B-1B-D UNITS WILL HAVE A BEDROOM, A BATHROOM AND A 8' X 10' MULTIFUNCTIONAL ROOM (OFFICE OR DINING ROOM) WITH NO CLOSET, DOOR OR WINDOWS
 - 2B-2B UNITS WILL HAVE A TWO BEDROOM AND TWO BATHROOM
 - 3B-2B UNITS WILL HAVE A THREE BEDROOM AND TWO BATHROOM
 - ALL TANDEM PARKING WILL BE ASSIGNED FOR 2B-2B OR MORE UNITS ONLY

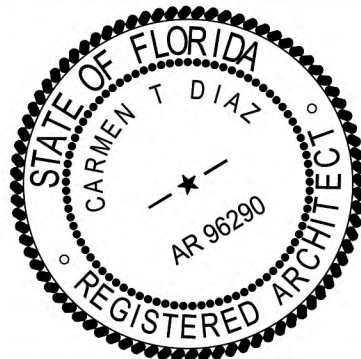
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



CAYMARES MARTIN
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SHEET No:

A-100

PROJECT No.:	REV. #	DATE
DESIGNED BY:	O.M.	1
DRAWN BY:		2
CHECKED BY:	O.M.	3
ISSUE DATE:	04-09-2022	4
DRAWING SCALE:	AS SHOWN	5
		6
		7
		8
		9
		10



ZONING MAP

N.T.S.

- FLOOR LOT RATIO CALCULATION -

LEVEL	FLOOR AREA
GROUND FLOOR	18,400 SF
SECOND FLOOR	18,740 SF
THIRD FLOOR	18,740 SF
FOURTH FLOOR	13,994 SF
FIFTH FLOOR	13,994 SF
SIXTH FLOOR	10,580 SF
SEVENTH FLOOR	10,580 SF
EIGHTH FLOOR	10,580 SF
NINTH FLOOR	10,580 SF
TENTH FLOOR	10,580 SF
ELEVETH FLOOR	10,580 SF
TWELFTH FLOOR	10,580 SF
TOTAL FLOOR AREA	157,928 SF

- FLOOR AREA PER USE -

USE TYPE	EXISTING	PROPOSED	GENERAL INFORMATION
PARKING	4,332 SF	11,415 SF	
RETAIL	2,916 SF	2,725 SF	RETAIL AT GROUND FLOOR
RETAIL (GYM)		36,690 SF	GYM AT 2ND & 3RD FLOOR
RESIDENTIAL		87,058 SF	CORRIDORS, STAIR AND ELEVATORS NOT INCLUDED

NOTE:

ALTERNATIVE PARKING STANDARDS ARE BEING APPLIED

PAYMENT IN LIEU WILL BE REQUIRED FOR USE OF MUNICIPAL GARAGE SPACES PER SEC. 265-75

- DENSITY & HEIGHT INCENTIVES CALCULATION - (ART.305)

INCENTIVE	DENSITY	# OF UNITS	HEIGHT
DENSITY (0.683 AC GROSS AREA)	50 DU/AC	34.15 DU BY RIGHT	7 STORIES BY RIGHT
SUSTAINABILITY DESIGN BONUS (SEC. 305-50 (G) (1))	28 DU/AC	19.12 DU	4 STORIES
PUBLIC PARK (SEC. 305-70 (A)) - 95,125 SF PROVIDED OF RESIDENTIAL GROSS FLOOR AREA	30 DU/AC	20.49 DU	2 STORIES
*THE DEVELOPER WILL PAY TRIPLE THE PUBLIC PARK FEE (SEC. 305-70 (A))			
TOTAL ALLOWED WITH INCENTIVES	150 DU/AC	102 DU	14 STORIES MAX.
TOTAL PROPOSED	150 DU/AC	102 DU	12 STORIES

- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO UNIT 500 SF	1B -1B UNIT 750 SF	1B -1B-D UNIT 815 SF	2B-2B UNIT 900 SF	2B-2B-D UNIT 900 SF	3B-2B UNIT 1,150 SF	TOTAL UNITS
GROUND FLOOR							
4TH FLOOR	1	2	1	5		2	11
5TH FLOOR	1	3		5	1	2	12
6TH FLOOR	4	3	1	4			12
7TH FLOOR	4	3	1	4			12
8TH FLOOR	2	3		5	1		11
9TH FLOOR	2	3		5	1		11
10TH FLOOR	2	3		5	1		11
11TH FLOOR	2	3		5	1		11
12TH FLOOR	2	3		5	1		11
TOTAL UNITS	20	26	3	43	6	4	102
	19.6 %	25.5 %	2.9 %	42.2 %	5.9 %	3.9 %	

- PARKING BREAKDOWN -

LEVEL	REG. PS (9' X 18')	HC PS (12' X 18')	TANDEM (9' X 36')	STREET PS (6' X 23')	TOTAL PS
GROUND FLOOR	16	2	6	6	30
FIFTH FLOOR (ON PHASE I)	73	3	26		102
TOTAL PS	89	5	32	6	132

- PARKING CALCULATION - (SEC. 265-50)

FUNCTION	REQUIREMENT	COUNT	FACTOR	MIN. PS REQUIRED	PROPOSED
RESIDENTIAL					
STUDIO UNIT	1 PS PER UNIT	20	1.00	20.00	
ONE BEDROOM UNIT	1.25 PS PER UNIT	26	1.25	32.50	
ONE BEDROOM UNIT + DEN	1.25 PS PER UNIT	3	1.25	3.75	
TWO BEDROOM UNIT + DEN	1.75 PS PER UNIT	43	1.75	75.25	
TWO BEDROOM UNIT	1.75 PS PER UNIT	6	1.75	10.50	
THREE BEDROOM UNIT	1.75 PS PER UNIT	4	1.75	7.00	
		102 DU		149.0	
VISITOR PS	1 PS / 5 DU	102 DU	0.20	20.40	
				169.40	
RETAIL (FITNESS CLUB)	1 PS /300 SF	36,510 SF		121.70	
RETAIL	1 PS /300 SF	2,600 SF		8.67	
HC-PS-RESIDENTIAL	2% OF TOTAL PS REQ.	149.0 PS	0.02	3	
HC-PS-NON RESIDENTIAL	101 TO 150 PS = 5 HC PS*	122 PS		5	8 HC PS (2 ON SITE+ 6 ON PHASE I)
*(HC-PS INCLUDED IN TOTAL PS REQUIRED)	FBC.ACC. 208.2			8	
TOTAL PARKING REQUIRED PER CITY CODE				300 PS	
PARKING REDUCTION (PARKING ANALYSIS)				253 PS	253 PS (30 ON SITE + 102 ON PHASE I + 250 PS RENTED ON PUBLIC PARKING GARAGE)
LOADING SPACE (PER SECTION 270-20)				1 PS	2 PS

INCENTIVE 1 - SUSTAINABILITY BONUS AS PER SEC. 305.50 (A) THROUGH (H)

PROJECT WILL VOLUNTARILY COMPLY WITH THE CRA GREEN BUILDING/DEVELOPMENT PROGRAM IN EXCHANGE FOR DEVELOPMENT INCENTIVES OUTLINED IN SEC 305-50 (A) THROUGH (H)
INCENTIVES FOR THIS PROGRAM SHALL BE AS FOLLOWING WHEN IN COMPLIANCE WITH SEC 305-50 (G)(1)

1 ADDITIONAL STORY IS BEING SOUGHT USING PROPOSED PUBLIC PARK INCENTIVE (IN ADDITION TO DENSITY REQUEST)

5 STORIES AS INCENTIVE
28 DU/ACRE = 19.12 DU AS INCENTIVE

THIRD-PARTY GREEN BUILDING CERTIFICATION AND DOCUMENTATION IS PART OF THIS SUBMITTAL, REFER TO EXHIBIT *Florida Green High-Rise Residential Building Standard*

DESCRIPTION OF INCENTIVES:

INCENTIVE 2 - PUBLIC PARK (SEC. 305-70 (A)) - 95,125 SF PROVIDED OF RESIDENTIAL GROSS FLOOR AREA

DEVELOPER WILL PAY TRIPLE THE PUBLIC PARK FEE ESTABLISHED ON SEC. 305-70 (B) IN EXCHANGE FOR DEVELOPMENT INCENTIVES AS PER SEC. 305-70 (A):

30 DU/ACRE = 20.49 DU AS INCENTIVE
30 DU/ACRE = 20.49 DU AS INCENTIVE
30 DU/ACRE = 20.49 DU AS INCENTIVE (ONLY 7.75 DU USED)

TOTAL = 48.73 DU AS INCENTIVES

SITE DATA

PROPERTY ADDRESS:	46 SW 1ST STREET CITY OF DANIA BEACH, FLORIDA, 33004	
JURISDICTION:	CITY OF DANIA BEACH, FLORIDA	
LAND USE DESIGNATION:	RAC - REGIONAL ACTIVITY CENTER	
ZONING DISTRICT:	CC - CITY CENTER	
GROSS SITE AREA:	29,750 SQ.FT = 0.683 AC (INCLUDES TO CENTER LINE OF ADJ ROW)	
NET SITE AREA:	22,500 SQ. FT.= 0.517 AC (WITHIN PROPERTY LINES)	
	ALLOWED / REQUIRED	PROPOSED
PERVIOUS AREA (REQUIRED 10 %)	2,250 SF (0.052 AC) 10 %	500 SF (0.011 AC) @ GROUND FLOOR 1,752 SF (0.040 AC) @ PHASE I 2,252 SF (0.052 AC) TOTAL 10%
IMPERVIOUS AREA		1,634 SF (0.046 AC) TOTAL 5%
OPEN SPACE :		
OPEN SPACE AT GROUND FLOOR		3,168 SF (0.072 AC) TOTAL 14%
LOT COVERAGE :		19,970 SF (88%)
DENSITY :	ALLOWED / REQUIRED	PROPOSED
(BASED ON GFA)	MAX. 50 DU/AC BY RIGHT (34.15 DU BY RIGHT)	
	UP TO 150 DU/AC W/INCENTIVES	
	102 DU TOTAL ALLOWED	102 DU (150 DU/AC)

FAR (8.0 MAX.):	ALLOWED / REQUIRED	PROPOSED
	22,500 SF X (8.0) = 180,000 SF	157,928 SF (7.0 FAR)
BUILDING HEIGHT:	ALLOWED / REQUIRED	PROPOSED
NUMBER OF STORIES:	7 STORIES-80 FT BY RIGHT 7 STORIES-70 FT W/INCENTIVES	12 STORIES
BUILDING HEIGHT:	150'-0" MAX.	140'-2" TO ROOF SLAB
SEC. 303-40.L: BUILDING PLACEMENT	ALLOWED / REQUIRED	PROPOSED
NORTH - INTERIOR SIDE	0' min 18' (AT 6TH FLOOR)	5'-0" 18'-0" (AT 6TH FLOOR)
EAST - PRINCIPAL FRONTAGE	0'-5' 10' FROM BTL (AT 6TH FLOOR)	8'-6" (AT GROUND FLOOR) 15'-0" (FROM BTL) (AT 6TH FLOOR)
WEST - INTERIOR SIDE	0' min 18' (AT 6TH FLOOR)	1'-6" 18'-0" (AT 6TH FLOOR)
SOUTH - SECONDARY FRONTAGE	0'-5' 10' FROM BTL (AT 6TH FLOOR)	8'-6" (AT GROUND FLOOR) 15'-0" (FROM BTL) (AT 6TH FLOOR)
FRONTAGE TYPE	ALLOWED / REQUIRED	PROPOSED
FRONT STREET- 1ST AVE	SHOPFRONT / ARCADE	MODIFIED STORE FRONT
FRONT STREET- 1ST ST		

SEC. 230-40: MINIMUM FLOOR AREA	REQUIRED	PROPOSED
STUDIO	500 SF MIN.	500 SF MIN.
1 BEDROOM	750 SF MIN.	750 SF MIN.
2 BEDROOM	900 SF MIN.	900 SF MIN.
3 BEDROOM	1,150 SF MIN.	1,150 SF MIN.

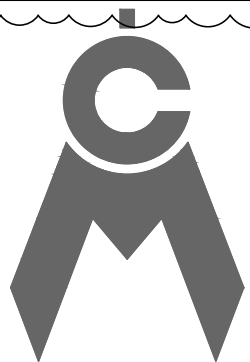
BUILDING TYPE	ALLOWED / REQUIRED	PROPOSED
FBC 504.3		I-A ()
TOTAL CONSTRUCTION SQUARE FOOTAGE		114,893 SF

OFF-STREET BICYCLE PARKING REQUIREMENTS

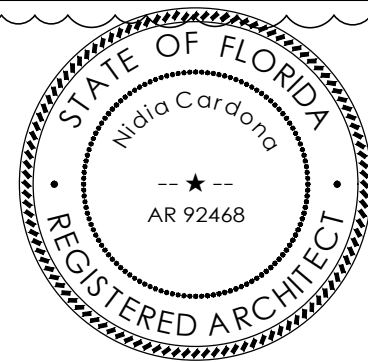
	NUMBER OF PARKING	% BIKE PARKING	BIKE RACKS REQ'D & PROVIDED
RESIDENTIAL	168.15	5 %	8.40
COMMERCIAL (FITNESS CLUB+RETAIL)	130.37	10 %	13.04
			TOTAL 22

PROJECT No.:	REV. #	DATE
DESIGNED BY:	O.M.	01/19/2024 SITE PLAN MODIFICATION 03/06/2024 SPM 1ST CYCLE COMMENTS
DRAWN BY:	4	
CHECKED BY:	O.M.	6
ISSUE DATE:	04-08-2022	7
DRAWING SCALE:	AS SHOWN	8
		9
		10

46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING

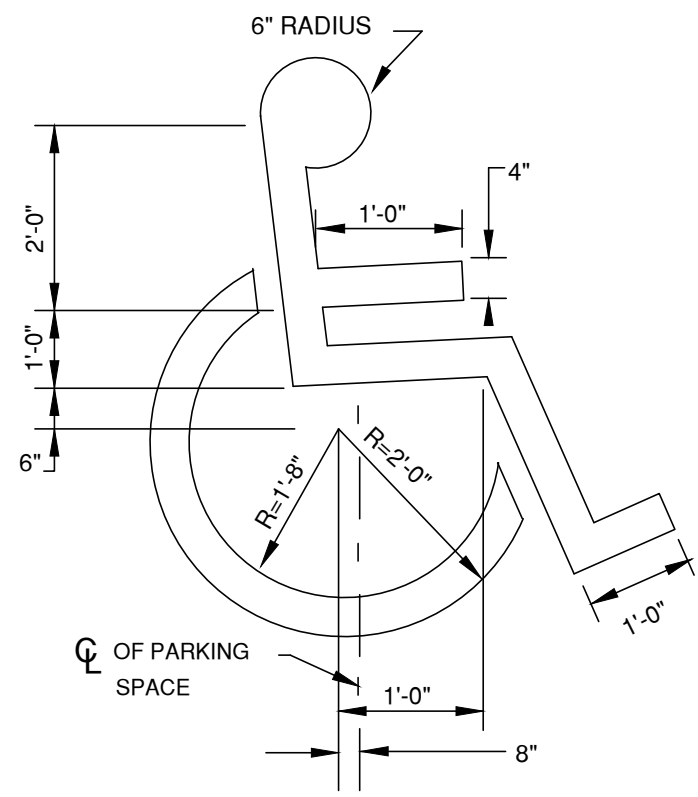


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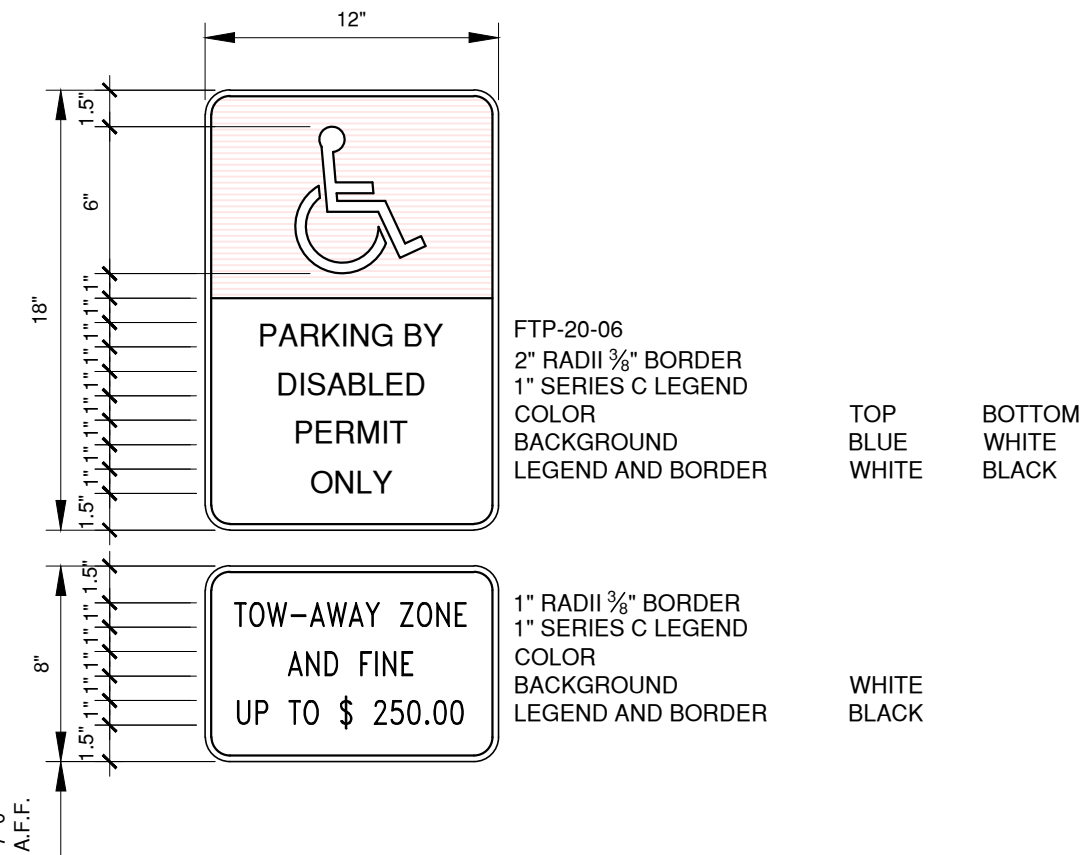
SHEET No:

A-101

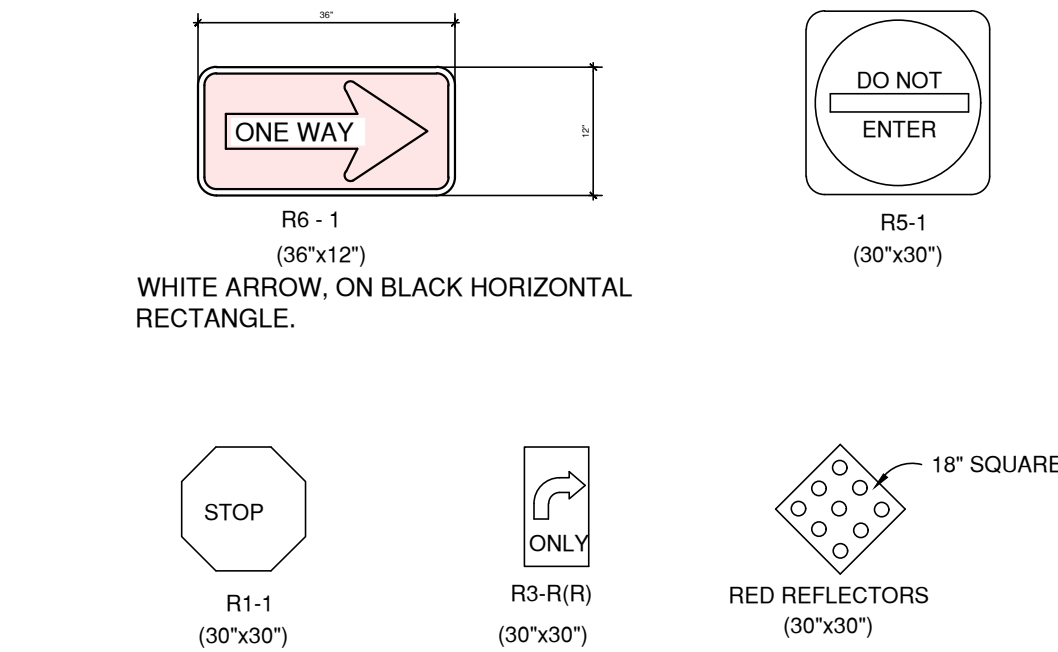


PAVEMENT LOGO PER FDOT INDEX No. 17346, SIZE 3
OR 5 FEET IN HEIGHT AND WHITE IN COLOR

1
A-102 TYPICAL HANDICAP SYMBOL
N.T.S.

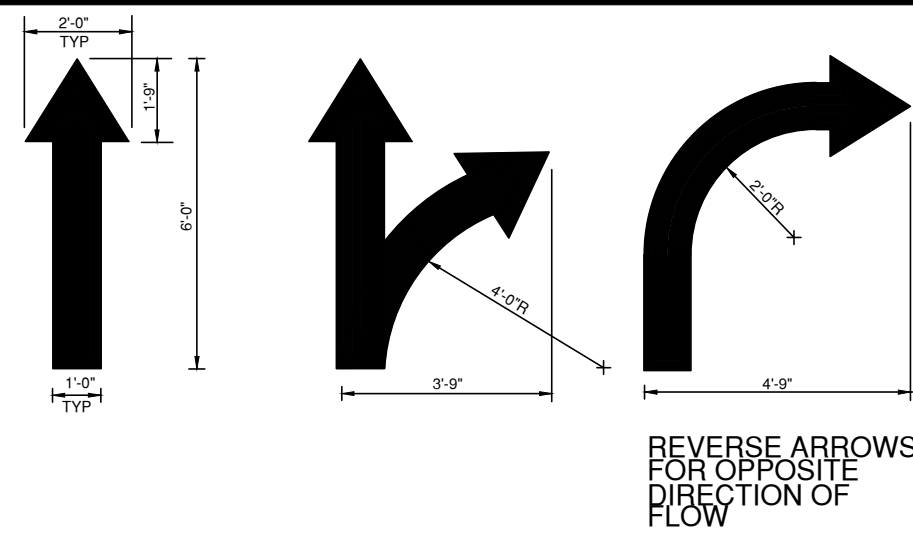


2
A-102 HANDICAP SIGN DETAIL @ PARKING GARAGE
N.T.S.



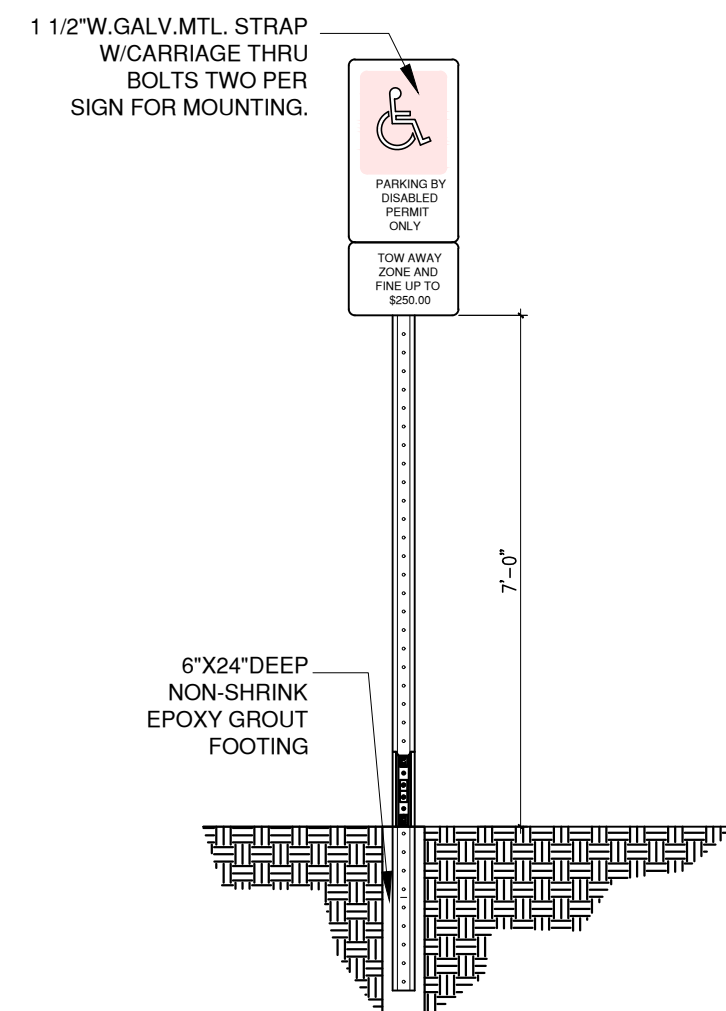
SIGNS AREA TO BE MOUNTED ON FLANGED POST PER CITY OF CORAL GABLES
RECOMMENDATIONS

3
A-102 TYPICAL TRAFFIC SIGNS
N.T.S.

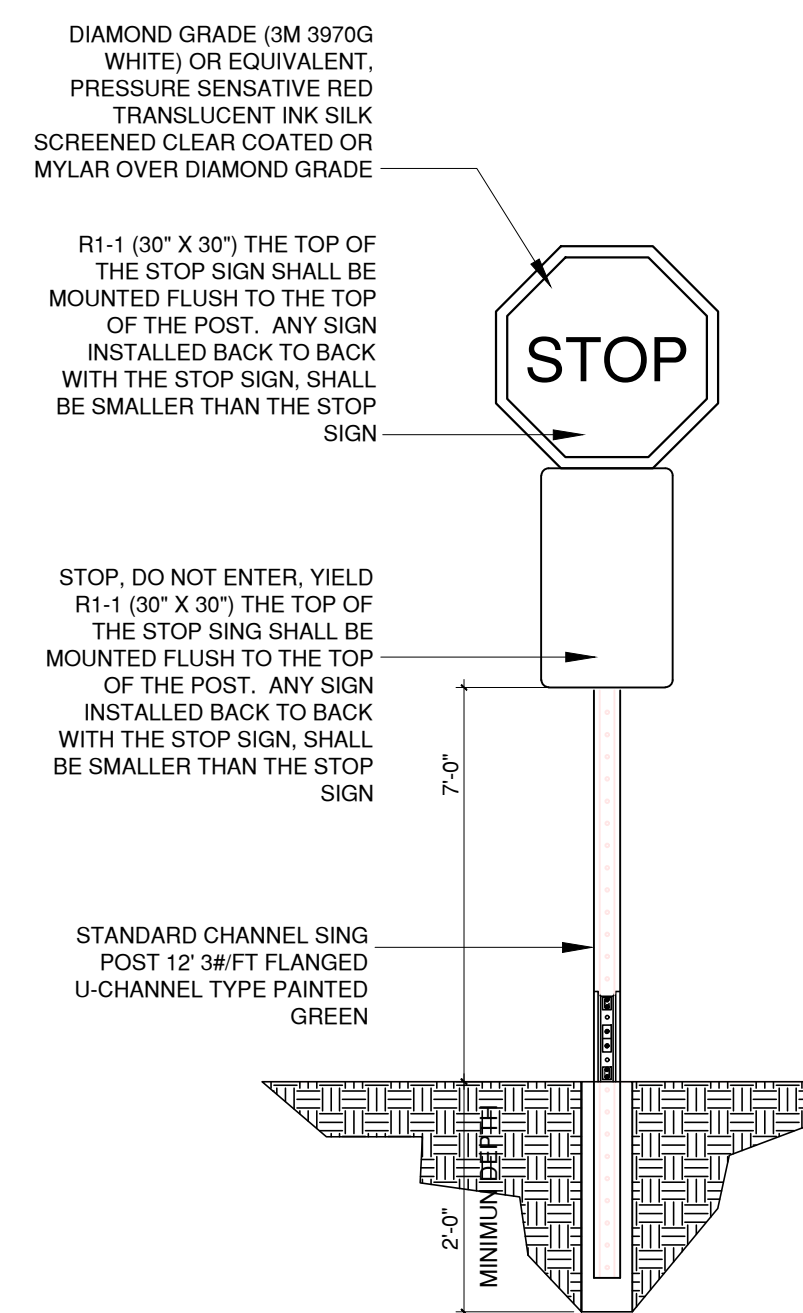


NOTES:
ALL PAVEMENT MARKING SHALL BE REFLECTORIZED
THERMOPLASTIC, EXCEPT FOR PARKING STALL LINES WHICH
AREA PERMITTED TO BE FDOT APPROVED PAINT.
ALL REGULATORY SIGNS SHALL BE MADE OF HIGH INTENSITY
REFLECTIVE MATERIALS (3M DIAMOND GRADE OR
EQUIVALENT) AND SHALL CONFORM TO THE USDOT MANUAL
ON UNIFORM TRAFFIC CONTROL DEVICES AND BROWARD
COUNTY TRAFFIC ENGINEERING STANDARDS.

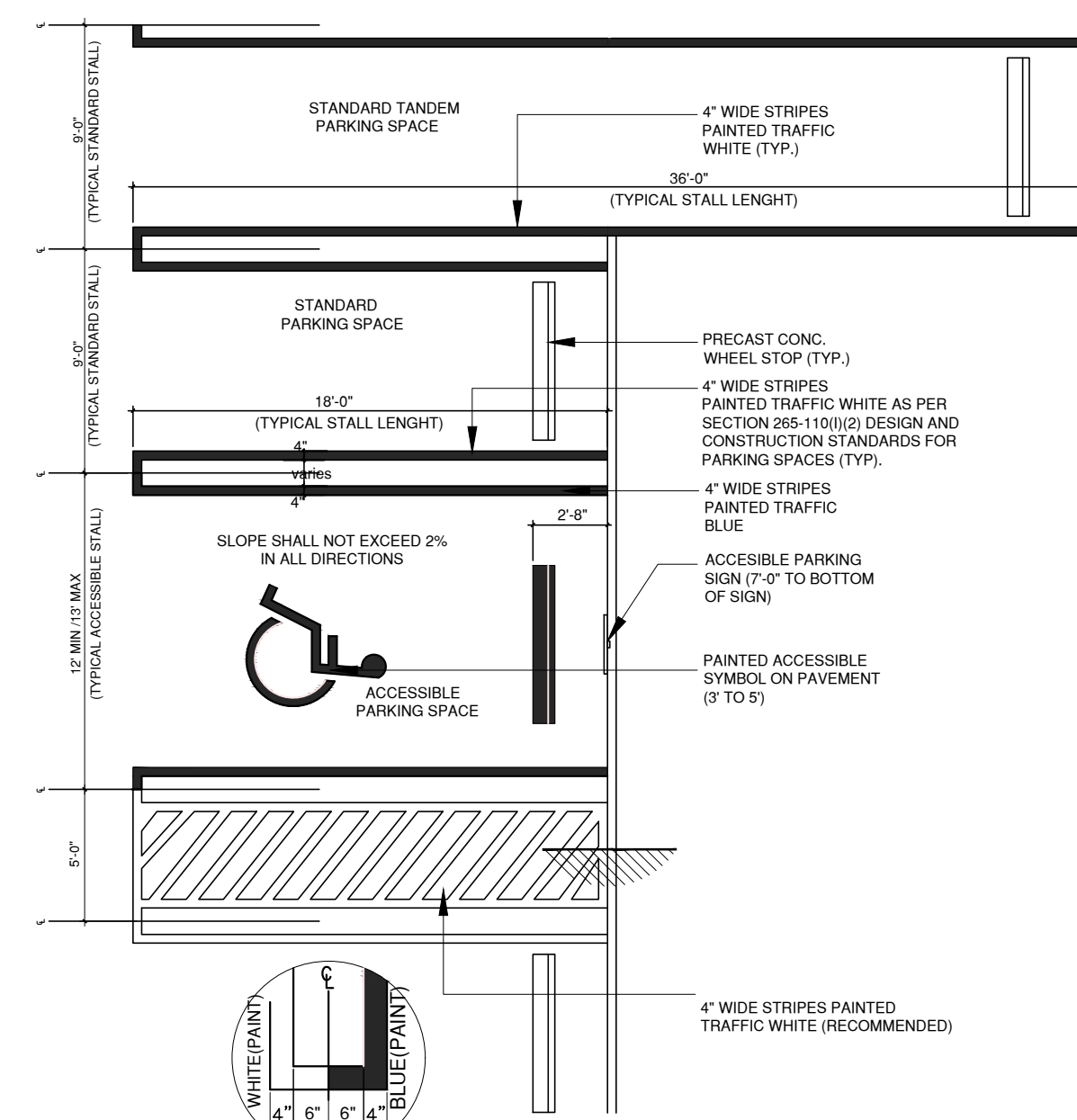
4
A-102 TYPICAL DIRECTIONAL ARROWS DETAILS
N.T.S.



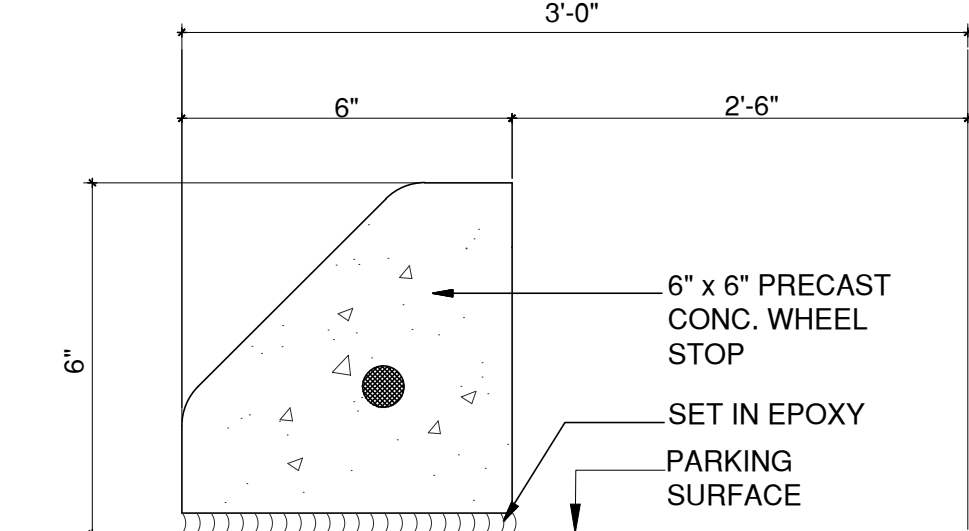
5
A-102 HANDICAP PARKING SIGN
N.T.S.



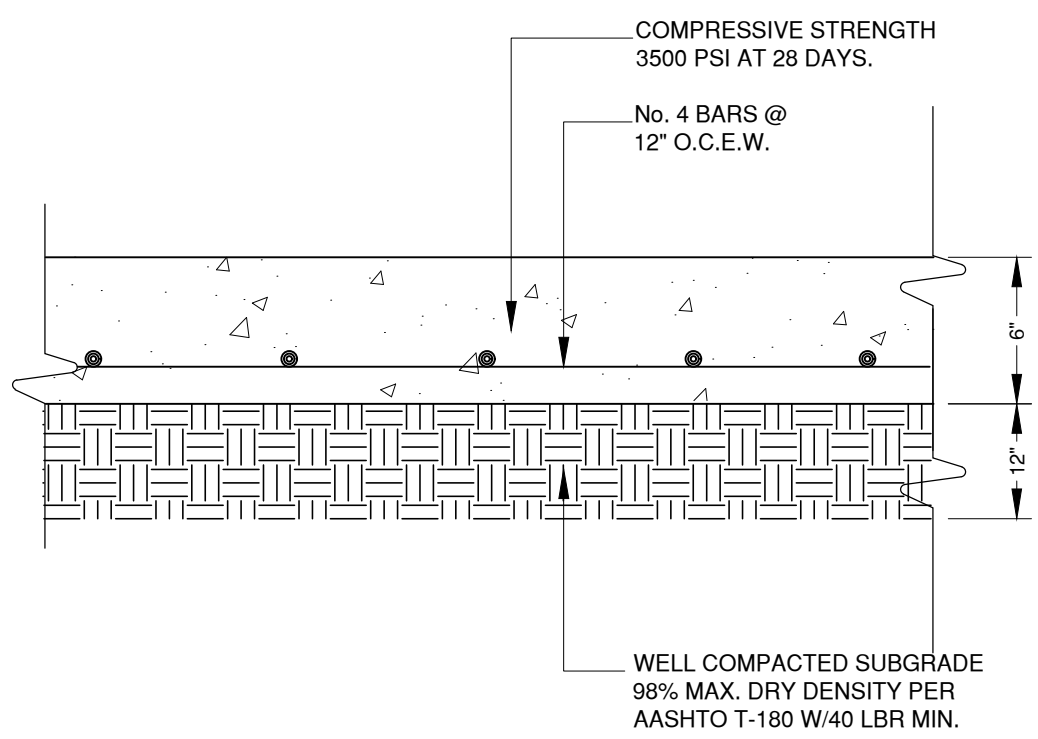
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A-102 TYPICAL STOP SIGN
N.T.S.



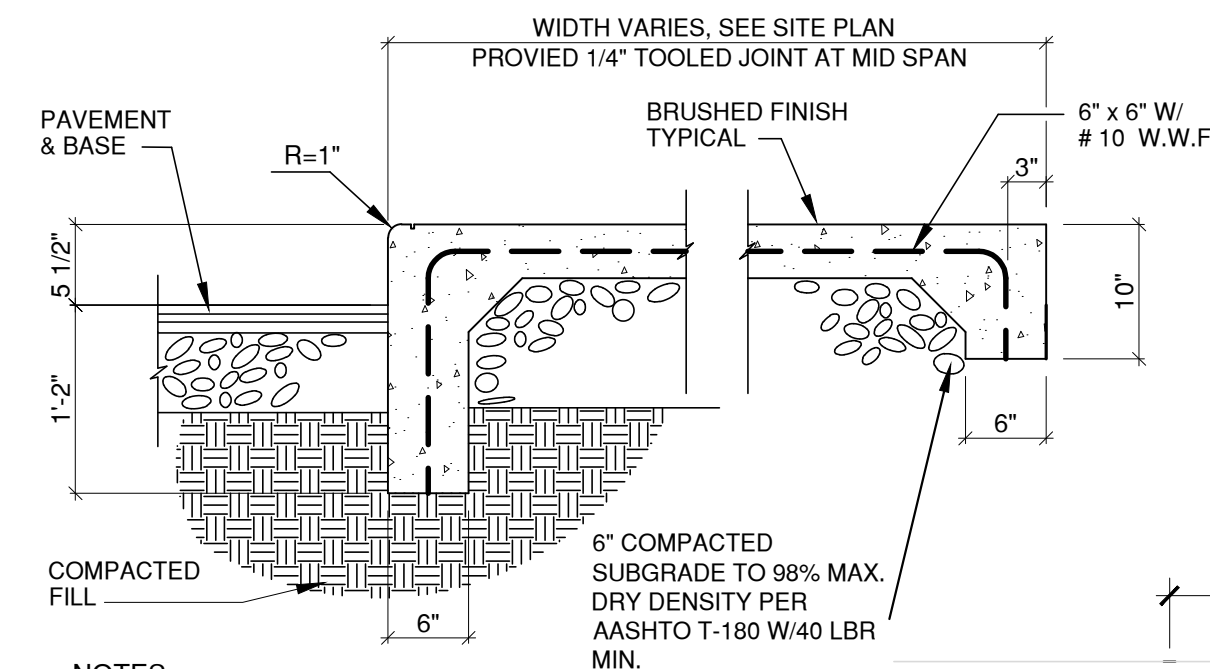
7
A-102 TYPICAL PARKING STALLS
N.T.S.



8
A-102 PRECAST CONCRETE WHEELSTOP
N.T.S.

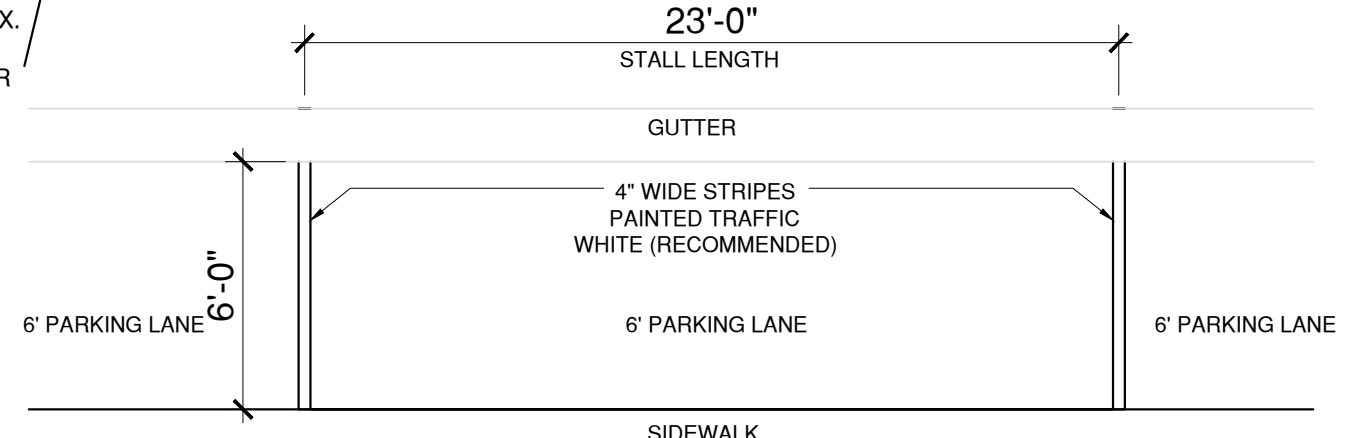


9
A-102 TYPICAL CONCRETE PAVEMENT DETAIL
N.T.S.

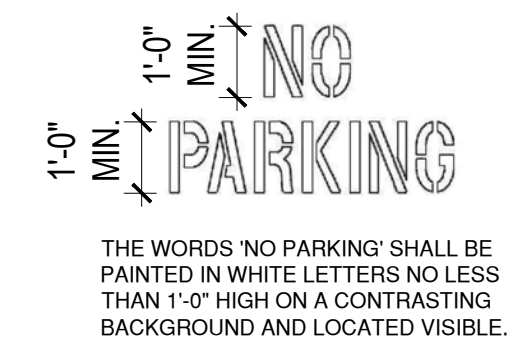


NOTES:
THICKENED EDGE NOT REQUIRED WHERE
WALK ABUTTS STRUCTURE. (PROVIDE A 1/2\"/>
ALL CURBS TO HAVE 3/4\" EXPANSION
JOINTS AT MAXIMUM 100 FEET WITH DOWELS
& CONTROL JOINTS AT MAX. 20 FEET.

10
A-102 TYPICAL PERIMETER SIDEWALK
N.T.S.



11
A-102 PARKING LANE DETAIL
N.T.S.



12
A-102 NO PARKING DETAIL
N.T.S.

ADA MAIL BOXES:

H.C. ACCESSIBLE MAIL BOXES SHALL BE
FULLY ACCESSIBLE WITHIN 16\"/>

MAIL BOXED NOTES:

MAIL ROOM TO COMPLY WITH THE U.S. POSTAL SERVICE
4C WHICH INCLUDES THE FOLLOWING SPECIFICATIONS
AND FEATURES:

COMPARTMENT FORM FACTOR MINIMUM SIZE
REQUIREMENT OF 12\"/>

THE 4C STANDARD MEETS AMERICAN WITH DISABILITIES
ACT (ADA) STANDARDS

PROVIDE ONE MAIL PICK-UP SLOT FOR ENTIRE BUILDING

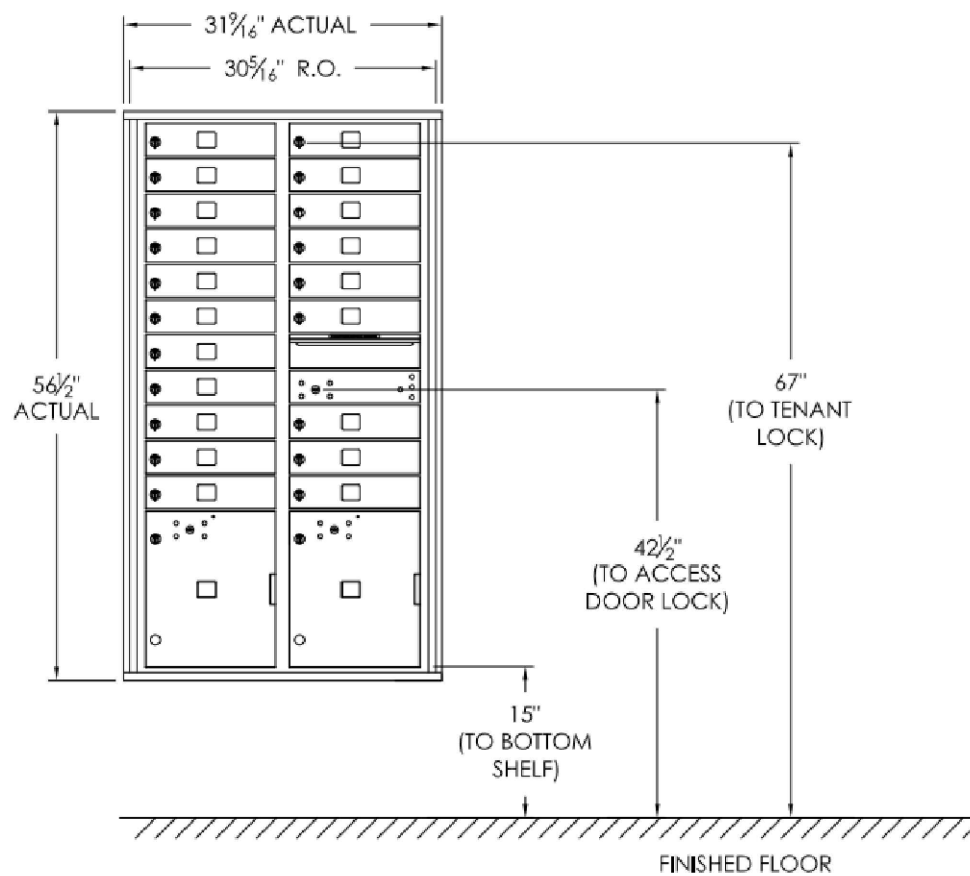
GENERAL CONTRACTOR TO SUBMIT SHOP DRAWINGS
AND MANUFACTURER'S SPECIFICATIONS FOR ARCH.
APPROVAL

CONTRACTOR SHALL CONSULT USPS FOR APPROVED
MANUFACTURERS COMPLIANCE

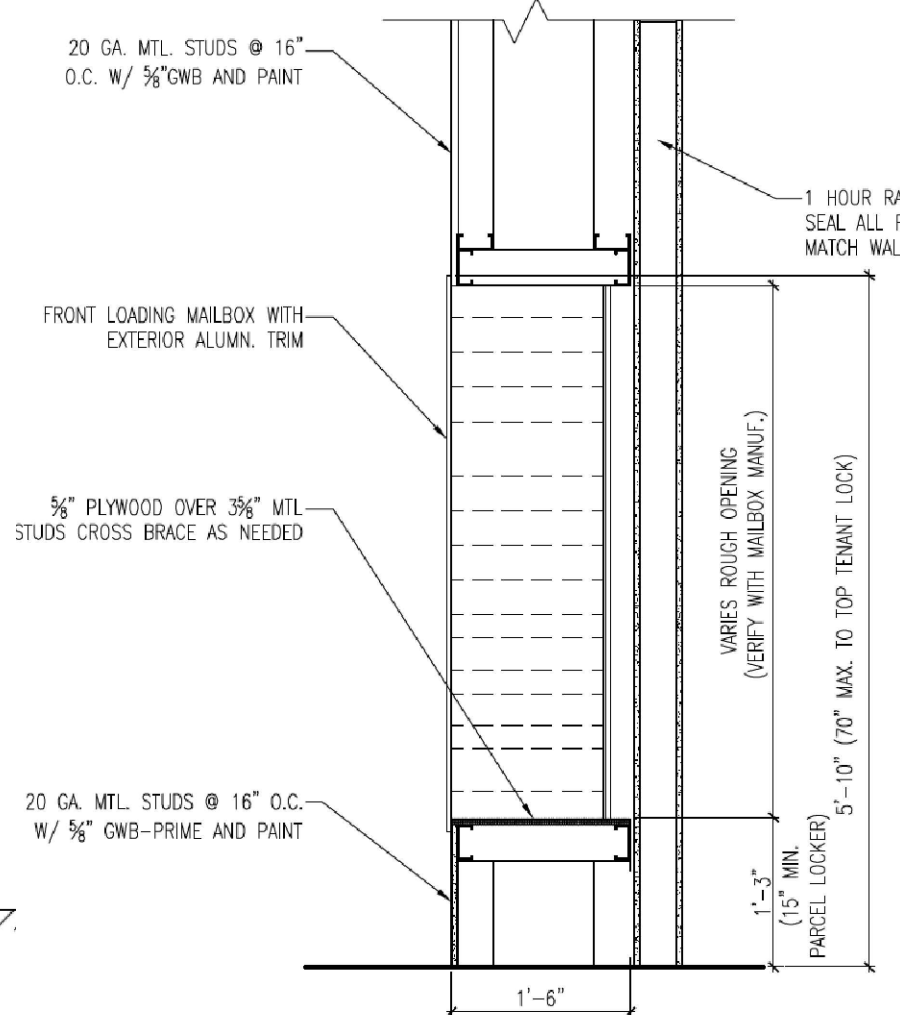
VERIFY ACTUAL SIZE OF UNITS PRIOR TO ORDERING.
ANY DISCREPANCIES SHALL BE NOTIFIED TO ARCHITECT
PRIOR COMMENCING ANY WORK

COLOR OF UNITS TO BE SELECTED BY OWNER

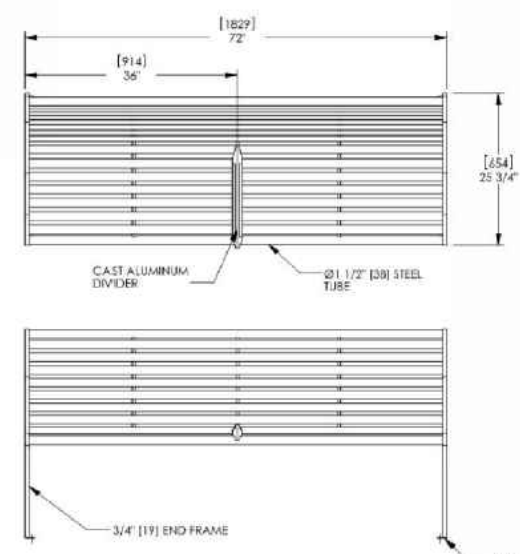
FINAL MAIL BOX CONFIGURATION BY OWNER



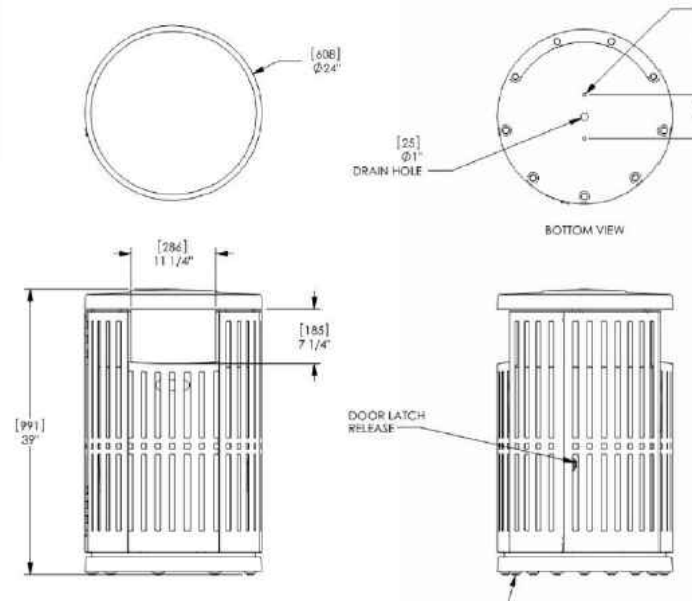
TYPICAL MAIL BOX
SECTION DETAIL
SCALE: 1/4\"/>



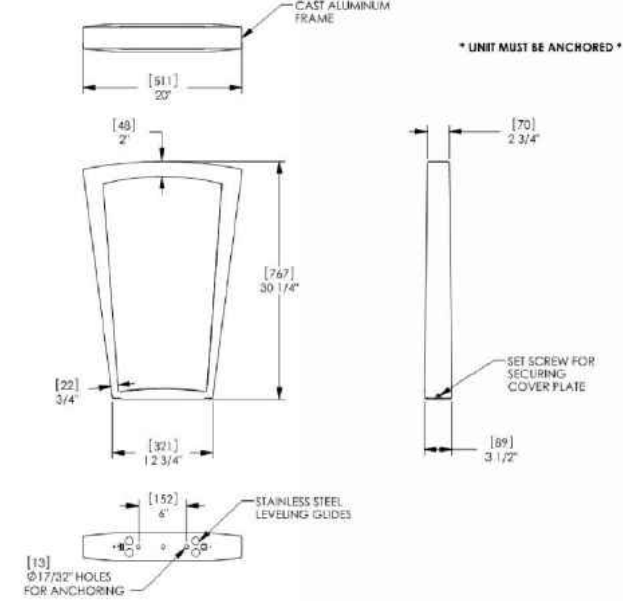
COUNTER
SECTION DETAIL
SCALE: 1/4\"/>



BENCH
SCALE: 1/4\"/>



TRASH RECEPTACLE
SCALE: 1/4\"/>



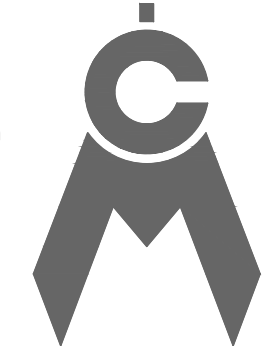
BIKE RACK
SCALE: 1/4\"/>

PROJECT No.:	REV. #	DATE
DESIGNED BY:	O.M.	
DRAWN BY:		
CHECKED BY:	O.M.	
ISSUE DATE:	04-09-2022	
DRAWING SCALE:	AS SHOWN	

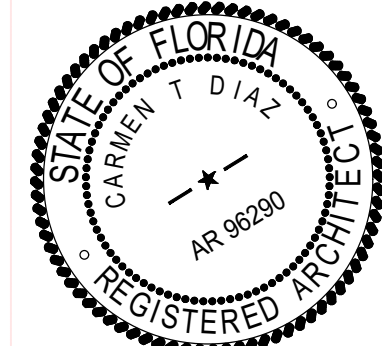
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MIXED USE BUILDING



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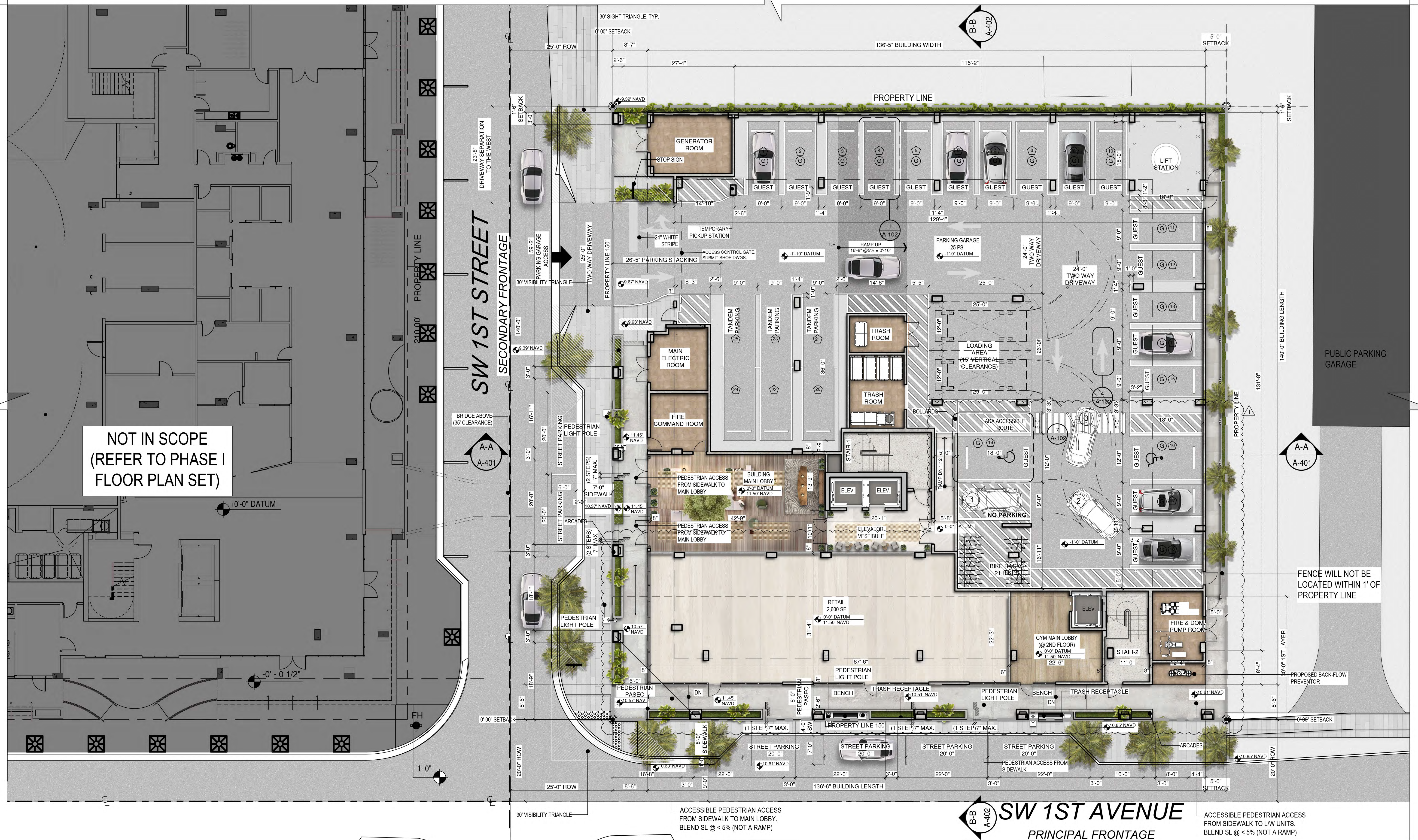


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SHEET No:
A-102

A-103



PROJECT No.:	REV. #	DATE
DESIGNED BY:	O.M.	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	4	
CHECKED BY:	O.M.	
ISSUE DATE:	04-09-2022	
DRAWING SCALE:	AS SHOWN	

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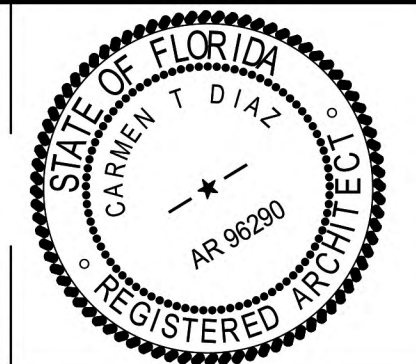
MIXED USE BUILDING



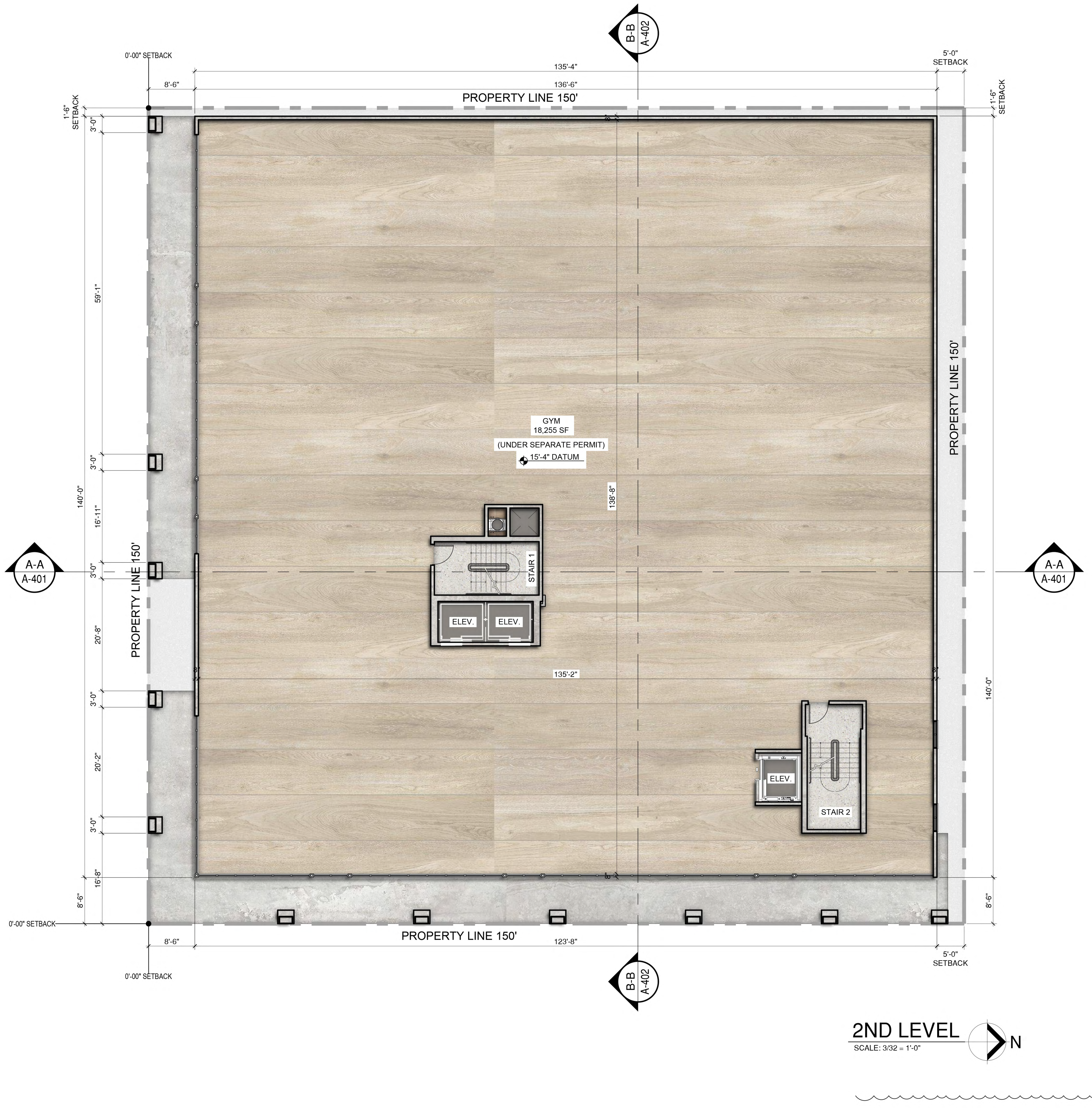
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SHEET No:
A-201



PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
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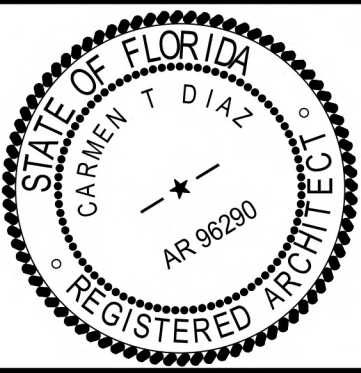
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MIXED USE BUILDING



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SHEET No:
A-202



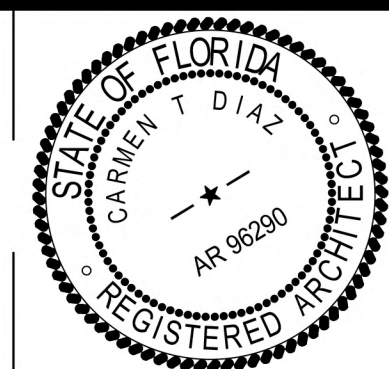
46 SW 1ST AVE. , DANIA BEACH, FL 33004
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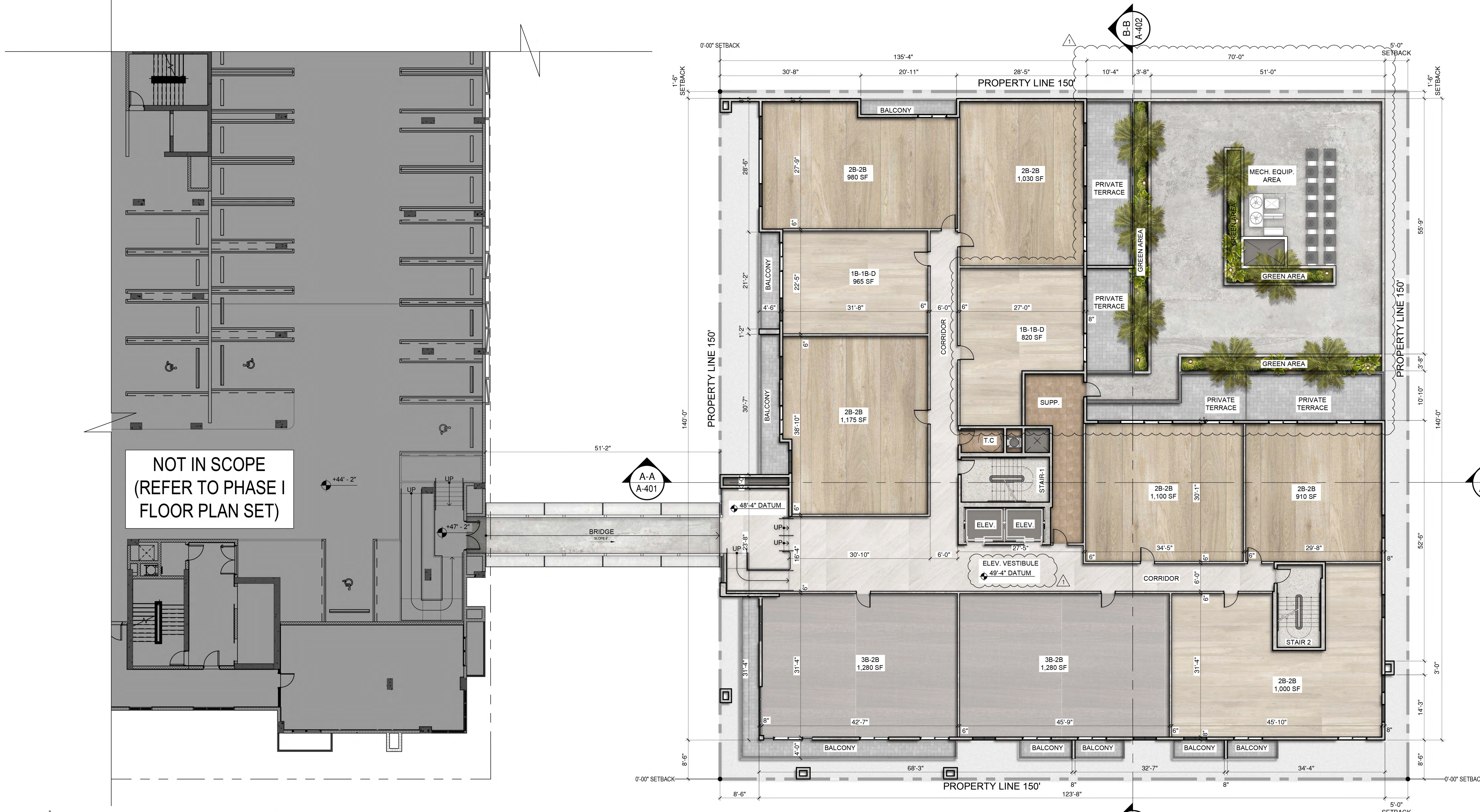


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SHEET No:

A-203

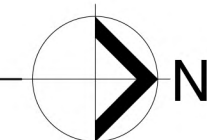


NOT IN SCOPE
(REFER TO PHASE I
FLOOR PLAN SET)

- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B-1B UNIT	1B-1B-D UNIT	2B-2B UNIT	3B-2B UNIT	TOTAL UNITS
4TH FLOOR			2	6	2	10

4TH LEVEL
SCALE: 3/32" = 1'-0"



PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
	8	
	9	
	10	

46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING

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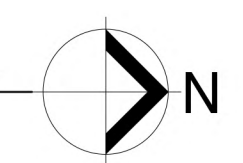
SHEET No:
A-204



- UNIT BREAKDOWN -

FLOOR/UNIT TYPE	STUDIO	1B-1B UNIT	1B-1B-D UNIT	2B-2B UNIT	3B-2B UNIT	TOTAL UNITS
5TH FLOOR			4	6	2	12

5TH LEVEL
SCALE: 3/32" = 1'-0"



PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
	8	
	9	
	10	

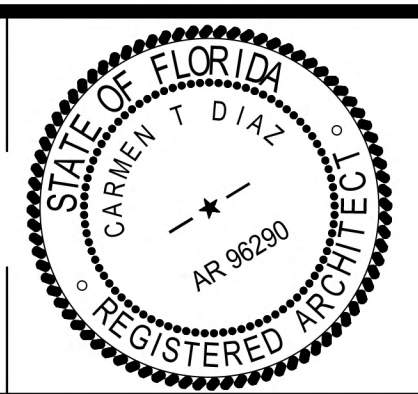
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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FAX (305) 669-5041



SHEET No:
A-205

- UNIT BREAKDOWN -						
FLOOR/UNIT TYPE	STUDIO	1B-1B UNIT	1B-1B-D UNIT	2B-2B UNIT	3B-2B UNIT	TOTAL UNITS
7TH FLOOR	5	3		4		12
8TH FLOOR	5	3		4		12



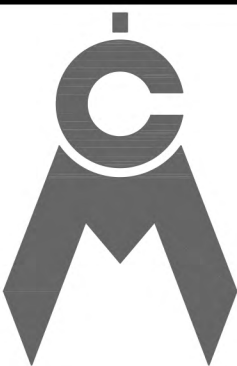
7TH & 8TH LEVEL
SCALE: 3/32" = 1'-0"

PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
	8	
	9	
	10	

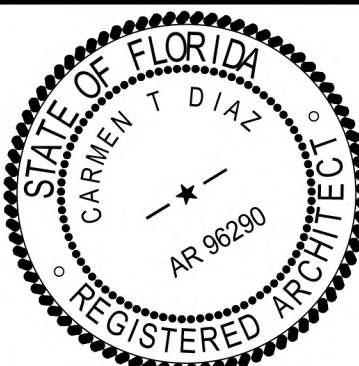
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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MIAMI, FL 33155
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SHEET No:

A-207

- UNIT BREAKDOWN -						
FLOOR/UNIT TYPE	STUDIO	1B-1B UNIT	1B-1B-D UNIT	2B-2B UNIT	3B-2B UNIT	TOTAL UNITS
9TH FLOOR	2	3		6		11
10TH FLOOR	2	3		6		11
11TH FLOOR	2	3		6		11
12TH FLOOR	2	3		6		11



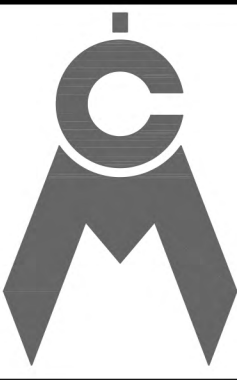
9TH TO 12TH LEVEL
SCALE: 3/32 = 1'-0"

PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
	8	
	9	
	10	

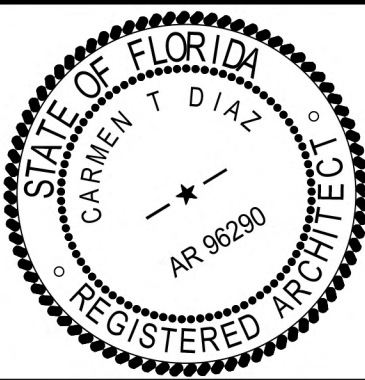
46 SW 1ST AVE. , DANIA BEACH, FL 33004
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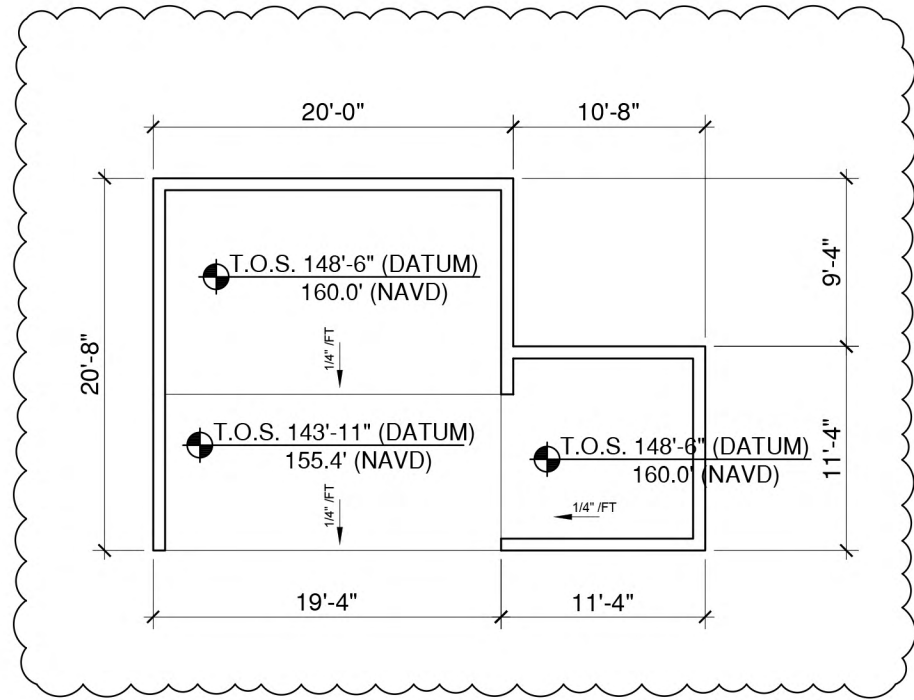


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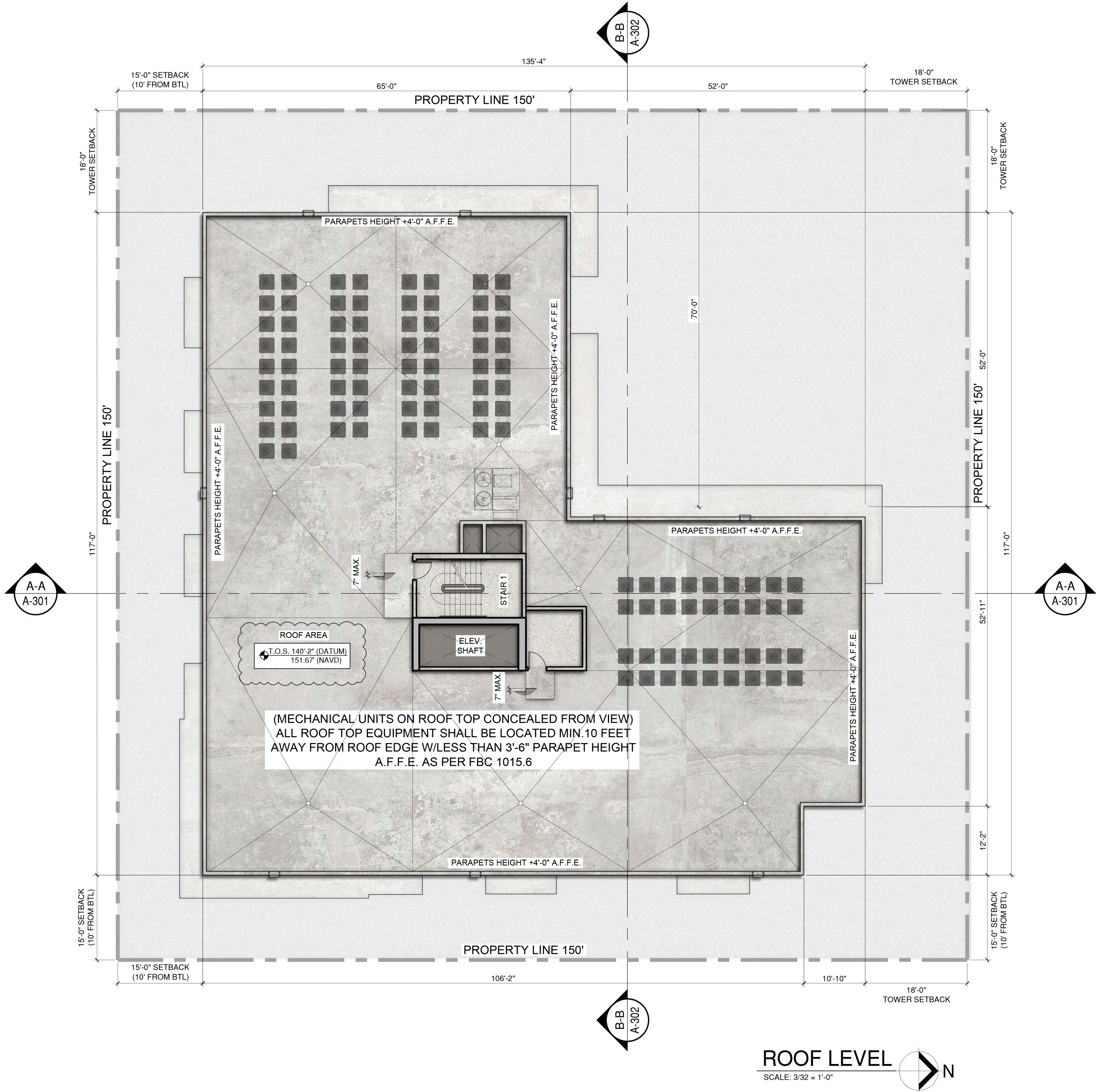
SHEET No:

A-207



UPPER ROOF LEVEL
SCALE: 3/32 = 1'-0"

ROOF AREA TABLE	
	AREA
TOTAL ROOF AREA	10,763 SF
MECH. EQUIPMENTS, STAIR & ELEV. TOWER	1,813 SF (17%)
USABLE ROOF AREA	8,950 SF (83%)



ROOF LEVEL
SCALE: 3/32 = 1'-0"

PROJECT No.:	REV. #	DATE
	1	01/18/2024 SITE PLAN MODIFICATION
DESIGNED BY:	O.M.	2
	3	
DRAWN BY:		4
	5	
CHECKED BY:	O.M.	6
	7	
ISSUE DATE:	04-08-2022	8
	9	
DRAWING SCALE:	AS SHOWN	10

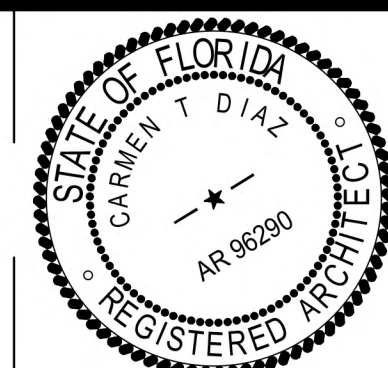
46 SW 1ST AVE. , DANIA BEACH, FL 33004
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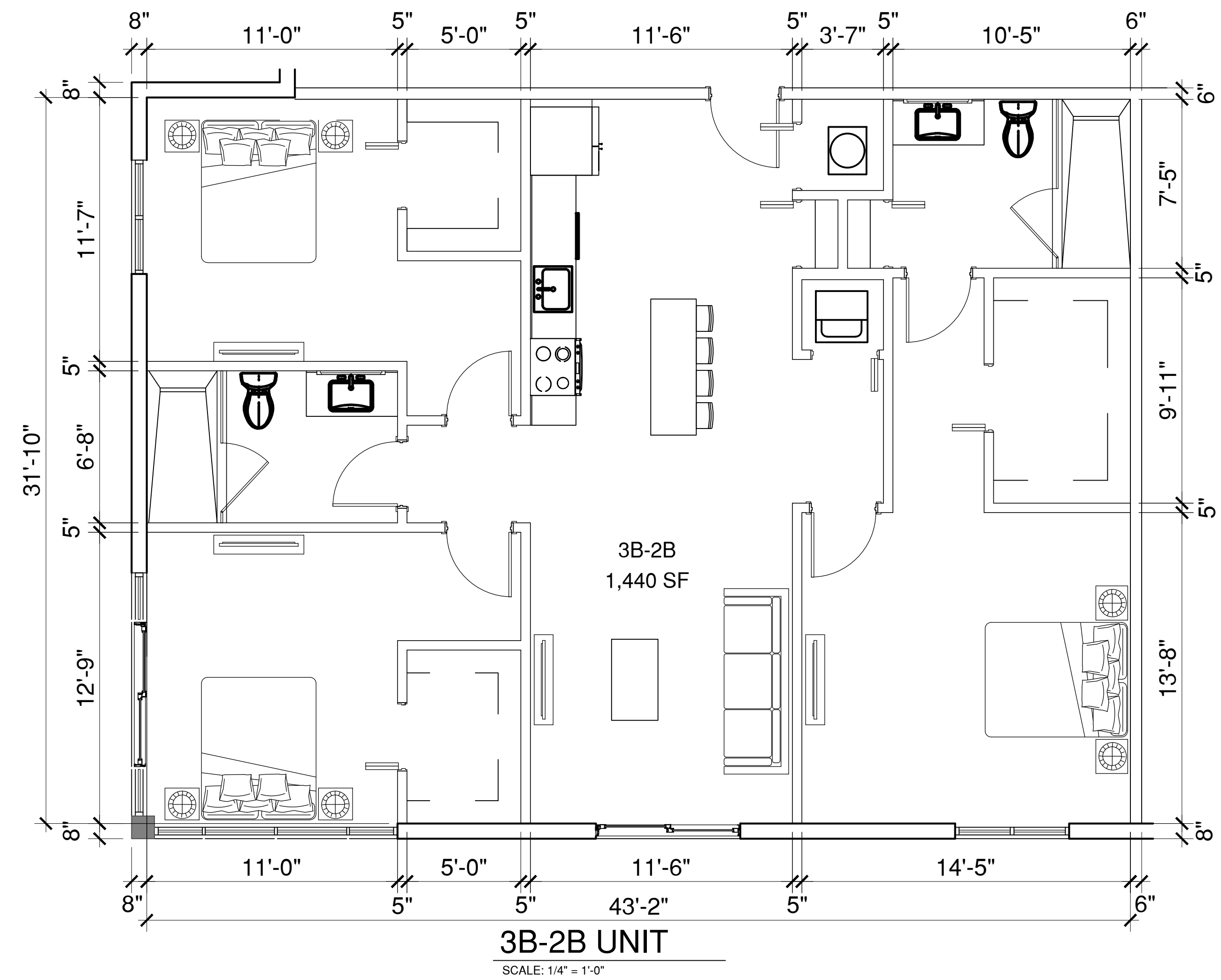
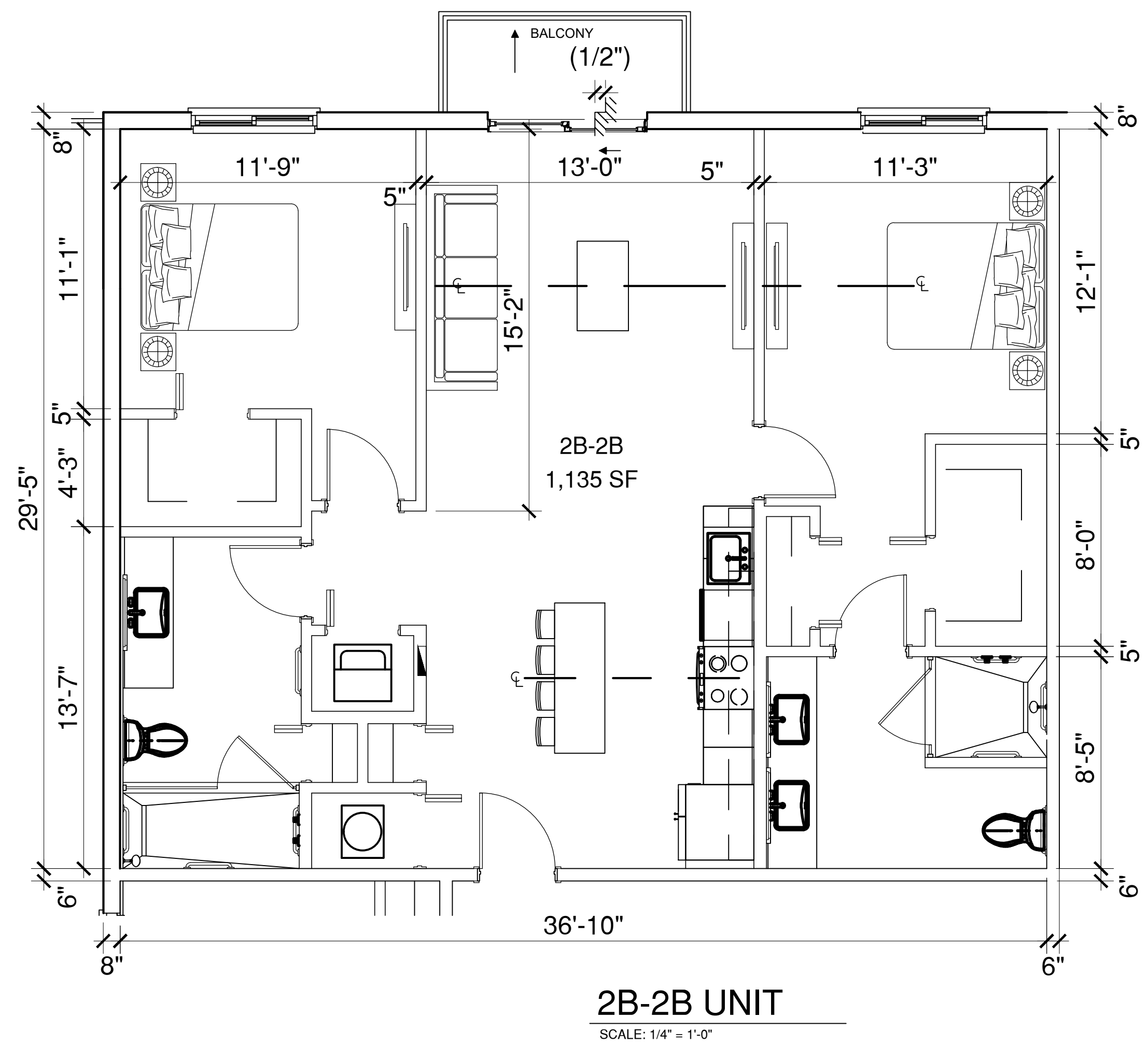
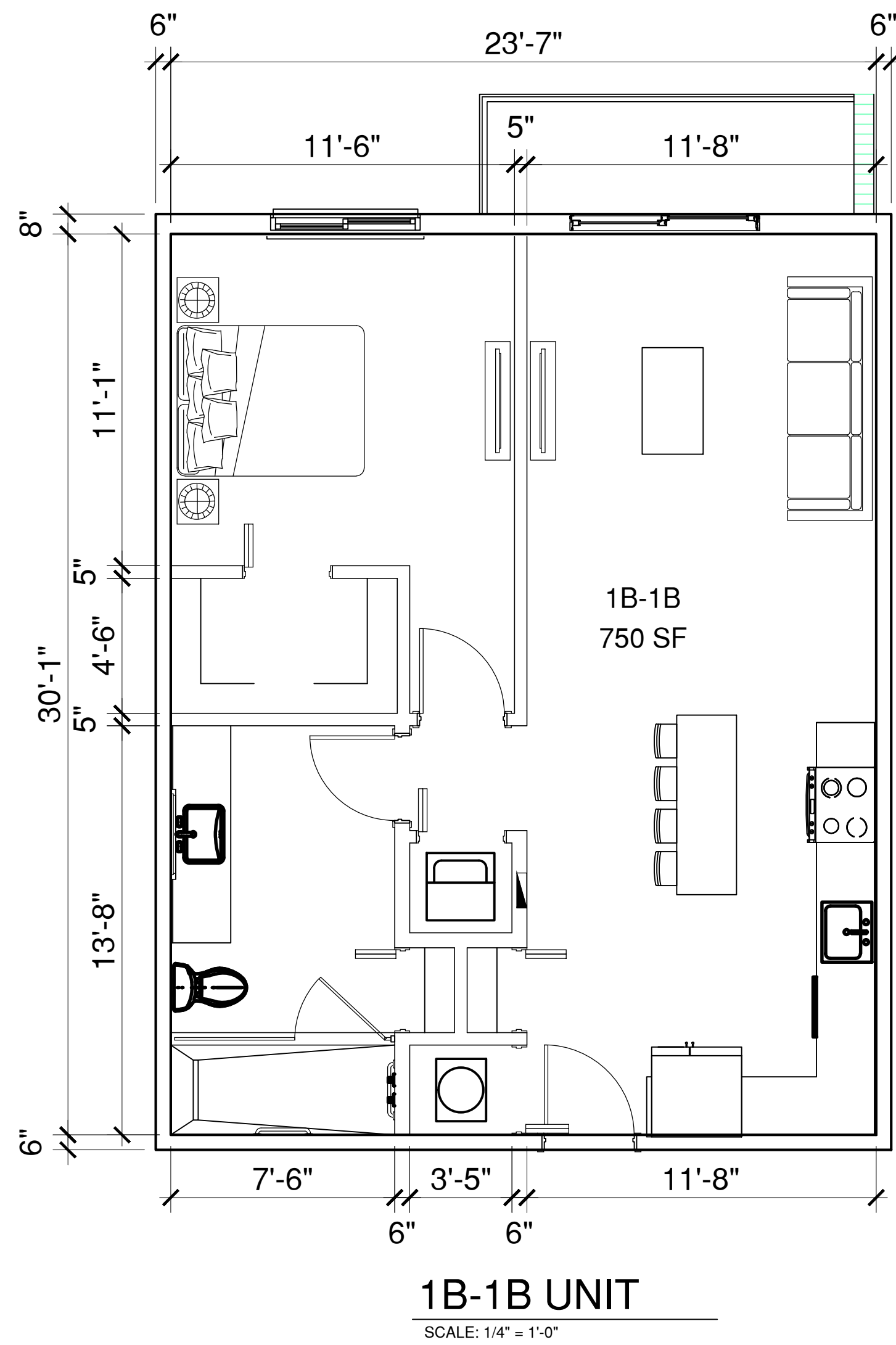


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SHEET No:

A-209



PROJECT No.:	REV. #	DATE
DESIGNED BY:	1	
	2	
DRAWN BY:	3	
	4	
CHECKED BY:	5	
	6	
ISSUE DATE:	7	
	8	
DRAWING SCALE:	9	
	10	

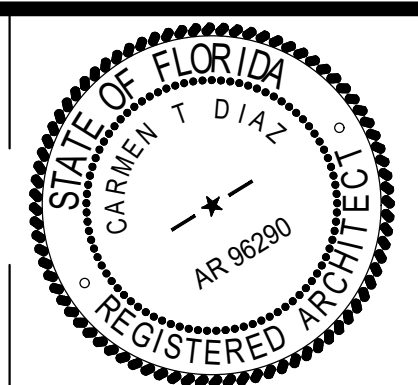
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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SUITE 100
MIAMI, FL 33155
TEL: (305) 669-5040
FAX: (305) 669-5041



SHEET No:
A-209



① 10AM MAR
1" = 40'-0"



② 1PM MAR
1" = 40'-0"



③ 3PM MAR
1" = 40'-0"



④ 10AM JUN
1" = 40'-0"



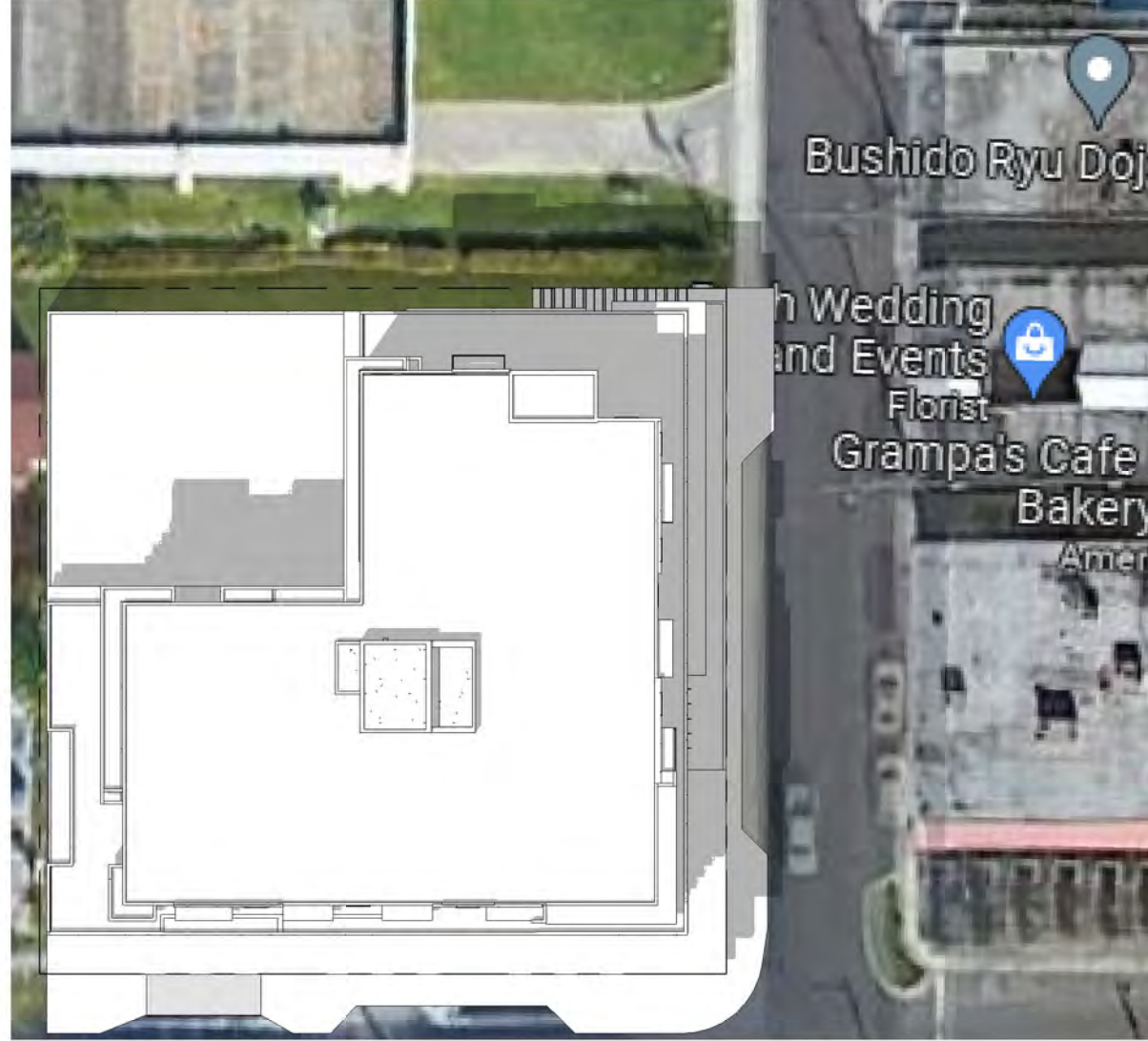
⑦ 10AM DEC
1" = 40'-0"



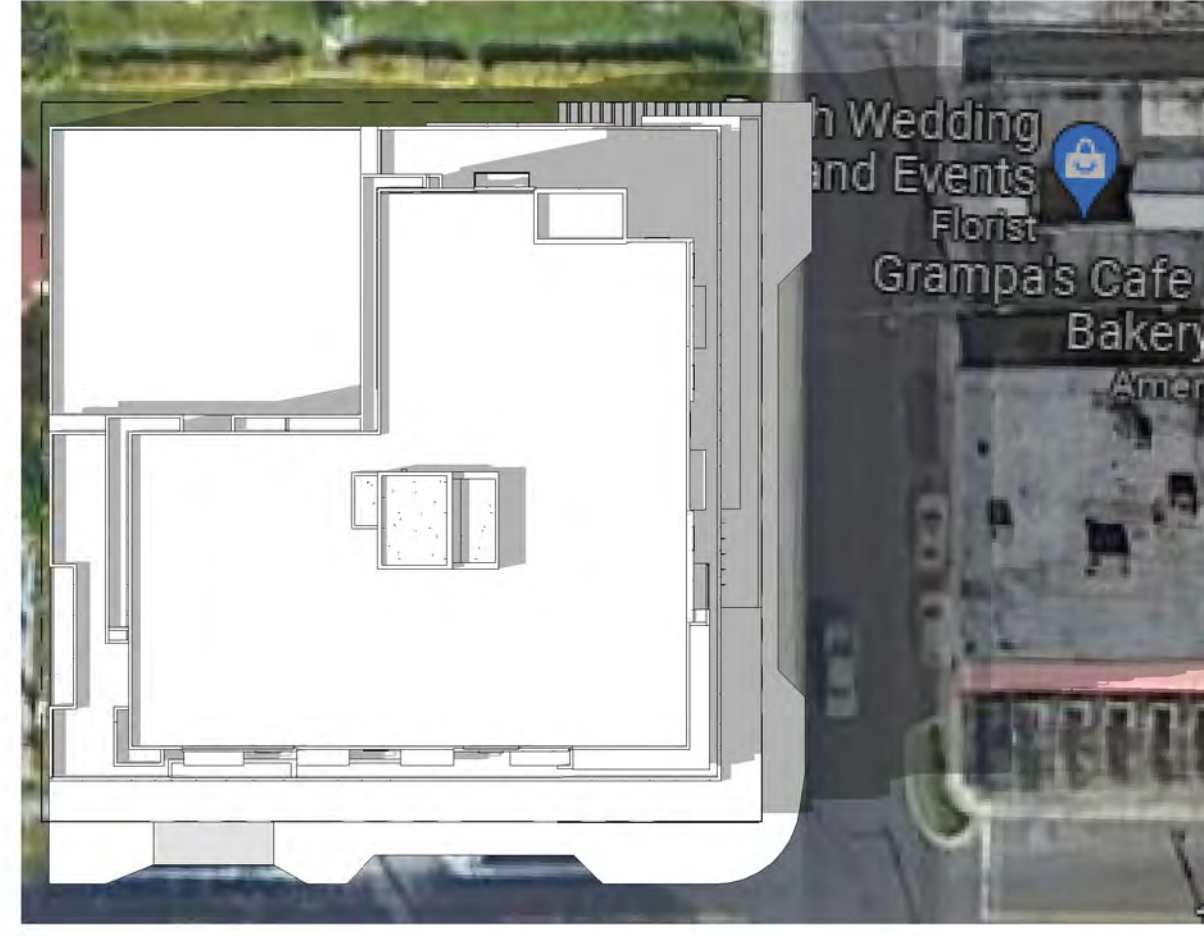
⑧ 1PM DEC
1" = 40'-0"



⑨ 3PM DEC
1" = 40'-0"



⑤ 1PM JUN
1" = 40'-0"



⑥ 3PM JUN
1" = 40'-0"

PROJECT No.:	Project Number	REV.#	DATE	SITE PLAN MODIFICATION
DESIGNED BY:	O.M.	1	01/19/2024	
DRAWN BY:		2		
CHECKED BY:	O.M.	3		
ISSUE DATE:	10/17/22	4		
DRAWING SCALE:	1" = 40'-0"	5		
		6		
		7		
		8		
		9		
		10		

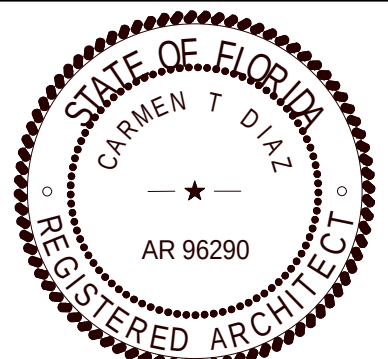
46 SW 1ST AVE, DANIA BEACH, FL 33004

MIXED USE BUILDING

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LIC # AR 96290
5001 S.W. 74th COURT, #100
MIAMI, FL 33155
TEL: (305) 669-5040
FAX (305) 669-5041



SHEET No:
A-211

COLOR PALETTE

A

SHERWIN WILLIAMS
SIMPLE WHITE
SW-7021

B

SHERWIN WILLIAMS
SEMI-SWEET
4003-2C

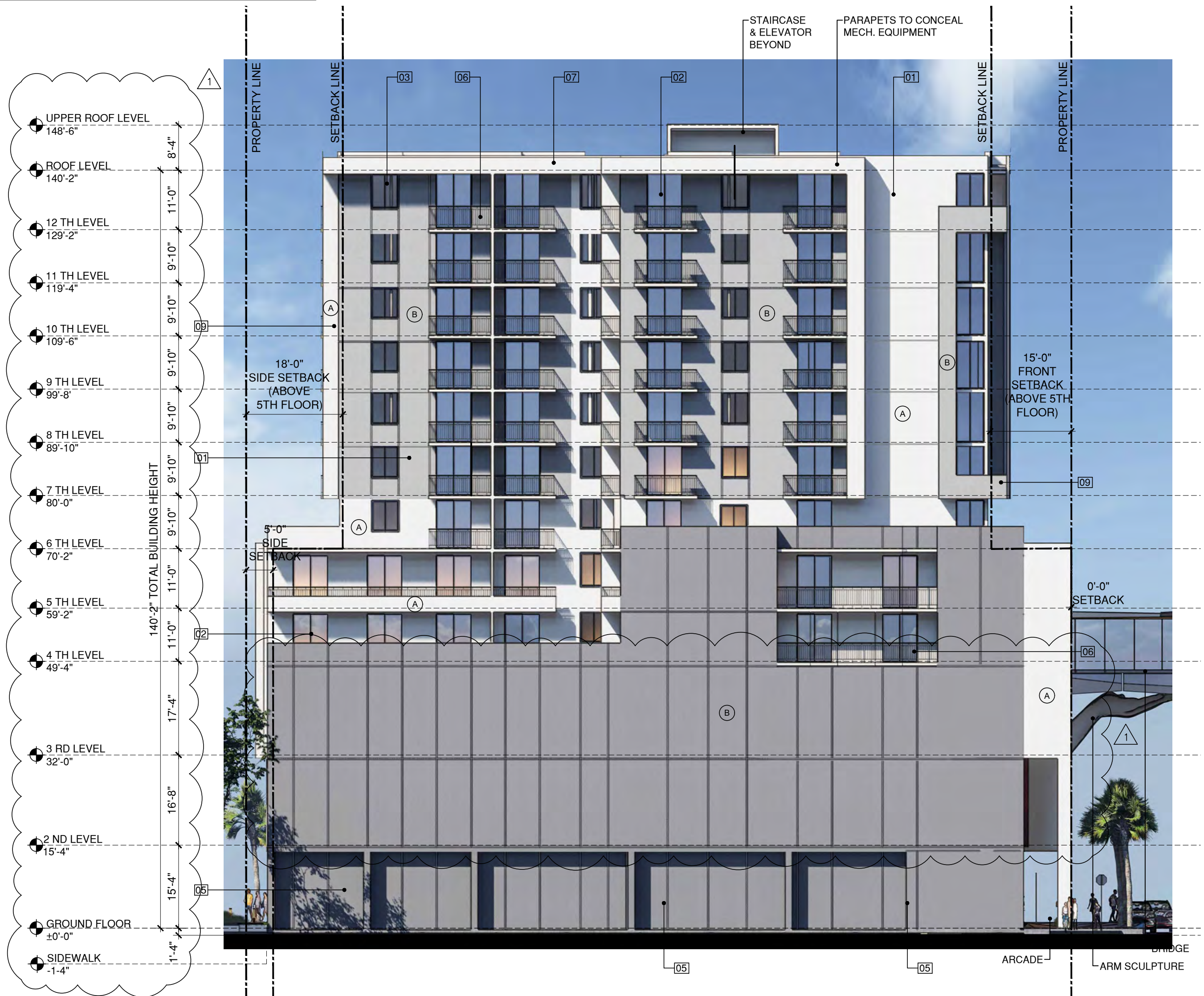
C

CERAMIC WALL TILE
WOOD-LOOK.

MATERIAL LEGEND	
KEY VALUE	KEYNOTE DESCRIPTION
01	MASONRY: CMU/CONCRETE SUBSTRATE W/SMOOTH STUCCO FINISH, HIGH BUILD, ACRYLIC WATERPROOFING COATING (THOROCOAT BY BASF BUILDING SYSTEMS, OR ACCEPTABLE EQUIVALENT). COLOR PAINT TO BE SELECTED BY ARCHITECT.
02	ALUMINUM SLIDING GLASS DOOR ASSEMBLY . W/ LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS
03	ALUMINUM WINDOW ASSEMBLY . W/LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS. PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
04	ALUMINUM STOREFRONT ASSEMBLY . LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS. PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
05	CONCRETE SCORE LINES AT FACADE WALLS
06	42" A.F.F. RAILING ENCLOSURE AT BALCONY & TERRACE
07	42" A.F.F. ROOF PARAPET
08	ACCESSIBLE RAMP 1:12 MAX.
09	ARCHITECTURAL FRAME
10	CONCRETE EYEBROW SLAB
11	METALLIC LOUVERS

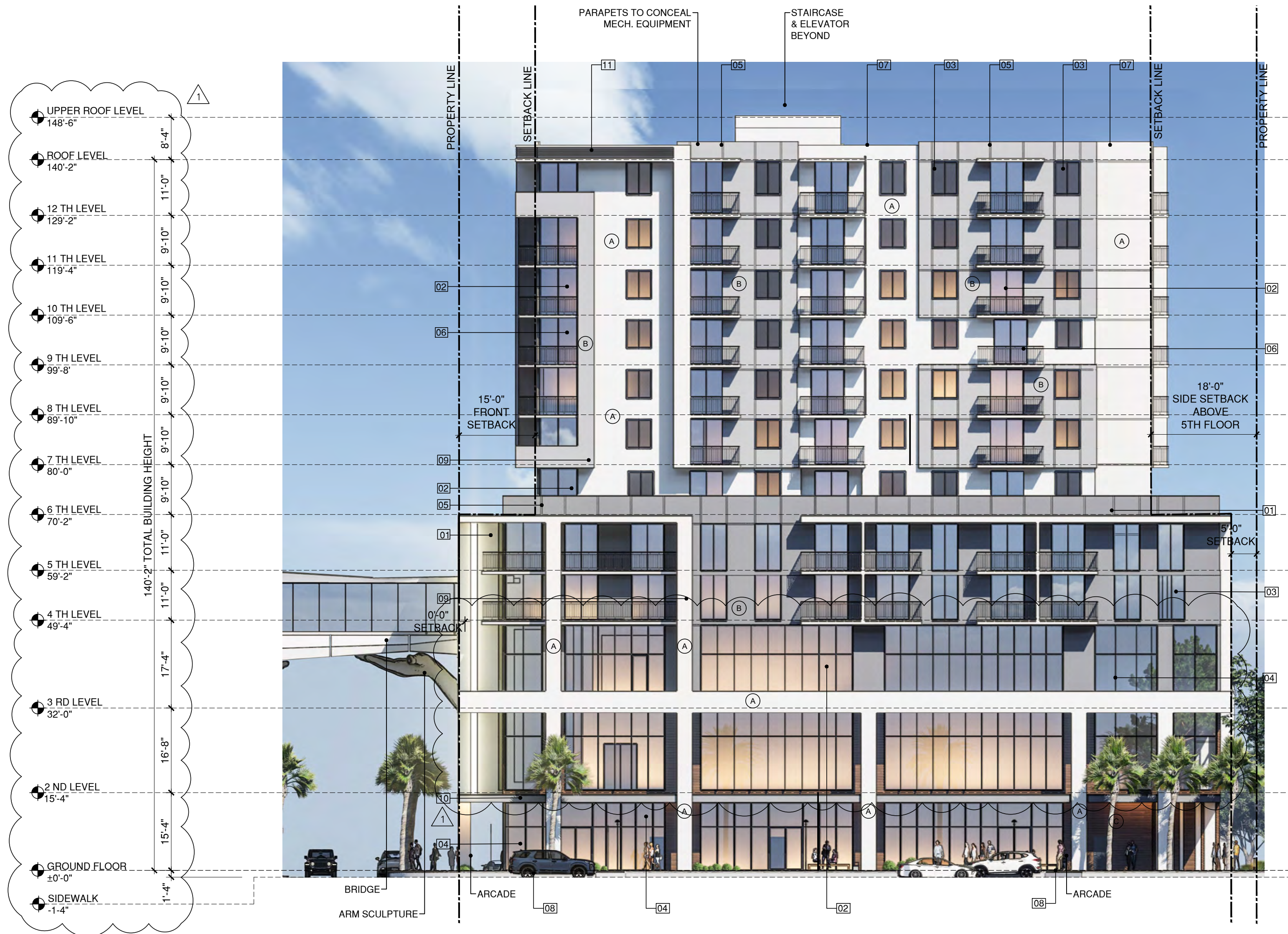
SIGNS AREA

100 SF MAX. AREA PER SIGN PERMITTED Sec. 505-90	PROPOSED
SIGN TYPE A AREA	28.68 SF
SIGN TYPE B AREA	37.83 SF
TOTAL SIGN AREA:	66.51 SF



WEST ELEVATION

SCALE: 1"= 1/16"



EAST ELEVATION

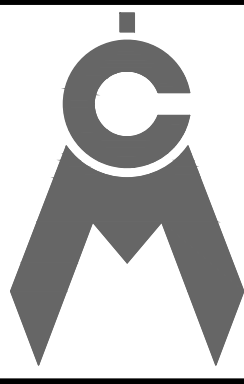
SCALE: 1"= 1/16"

PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
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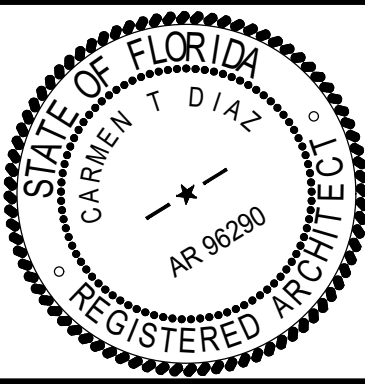
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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FAX: (305) 669-5041



SHEET No:

A-301

COLOR PALETTE

A

SHERWIN WILLIAMS
SIMPLE WHITE
SW-7021

B

SHERWIN WILLIAMS
SEMI-SWEET
4003-2C

C

CERAMIC WALL TILE
WOOD-LOOK.

MATERIAL LEGEND	
KEY VALUE	KEYNOTE DESCRIPTION
01	MASONRY: CMU/CONCRETE SUBSTRATE W/SMOOTH STUCCO FINISH, HIGH BUILD, ACRYLIC WATERPROOFING COATING (THOROCOAT BY BASF BUILDING SYSTEMS, OR ACCEPTABLE EQUIVALENT), COLOR PAINT TO BE SELECTED BY ARCHITECT.
02	ALUMINUM SLIDING GLASS DOOR ASSEMBLY . W/ LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS
03	ALUMINUM WINDOW ASSEMBLY . W/LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS. PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
04	ALUMINUM STOREFRONT ASSEMBLY . LAMINATED TINTED GLASS W/ A HIGH PERFORMANCE COATING; TO MEET WIND LOAD REQUIREMENTS. PROVIDE SAMPLES TO ARCHITECT FOR REVIEW.
05	CONCRETE SCORE LINES AT FACADE WALLS
06	42" A.F.F. RAILING ENCLOSURE AT BALCONY & TERRACE
07	42" A.F.F. ROOF PARAPET
08	ACCESSIBLE RAMP 1:12 MAX.
09	ARCHITECTURAL FRAME
10	CONCRETE EYEBROW SLAB
11	METALLIC LOUVERS



NORTH ELEVATION

SCALE: 1"= 1/16"



SOUTH ELEVATION

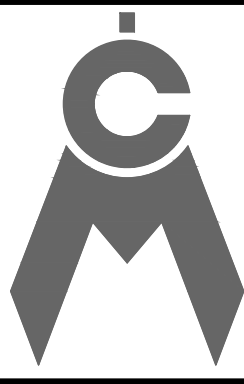
SCALE: 1"= 1/16"

PROJECT No.:	REV. #	DATE
DESIGNED BY:	0.M.	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:		
CHECKED BY:	O.M.	
ISSUE DATE:	04-08-2022	
DRAWING SCALE:	AS SHOWN	

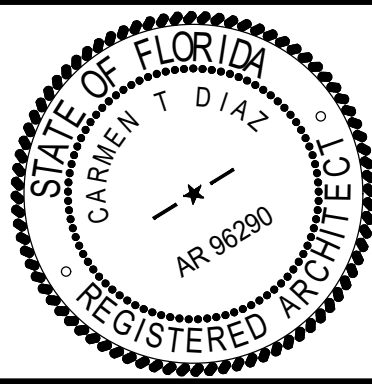
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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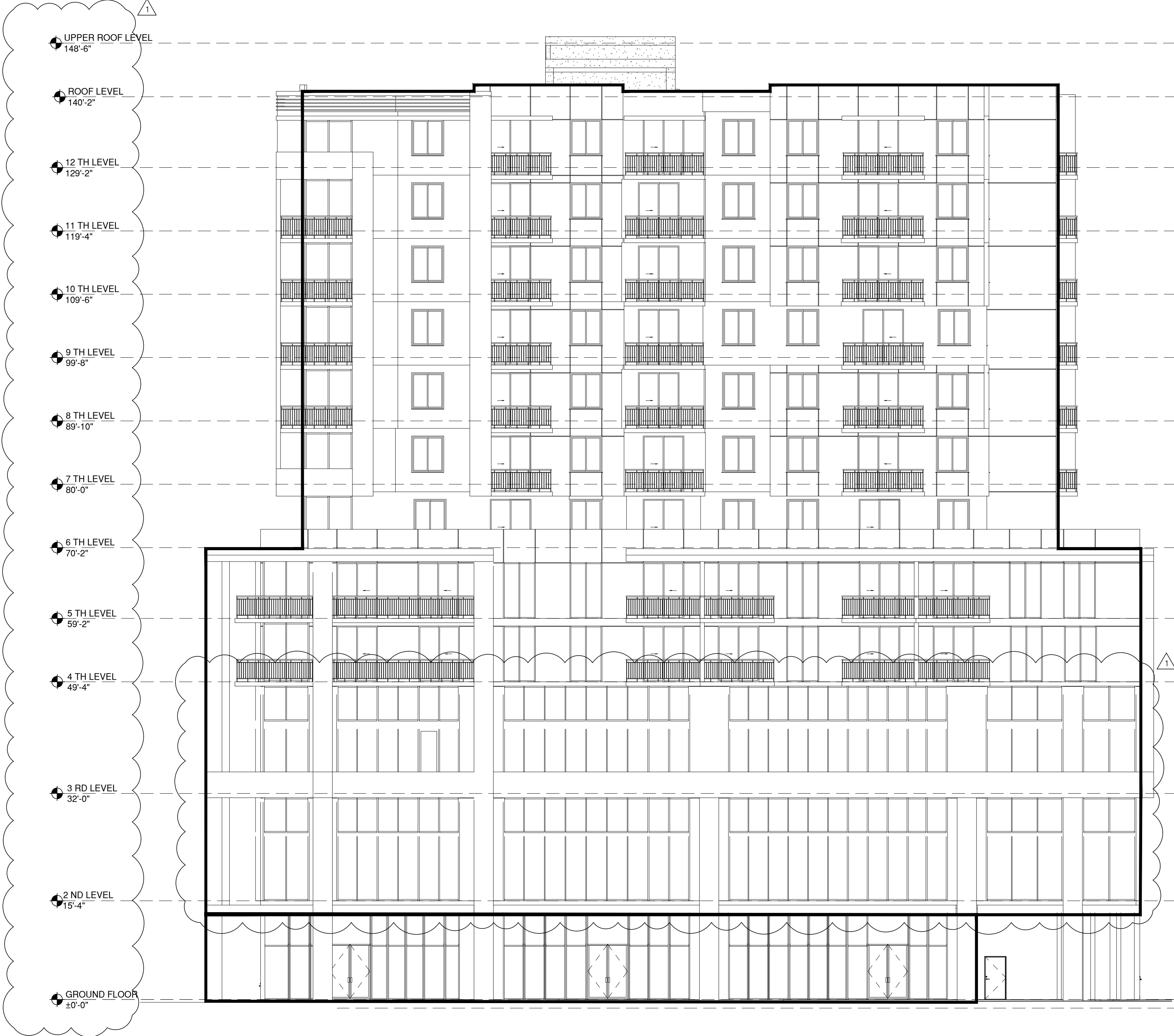


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SUITE 100
MIAMI, FL 33155
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FAX (305) 669-5041



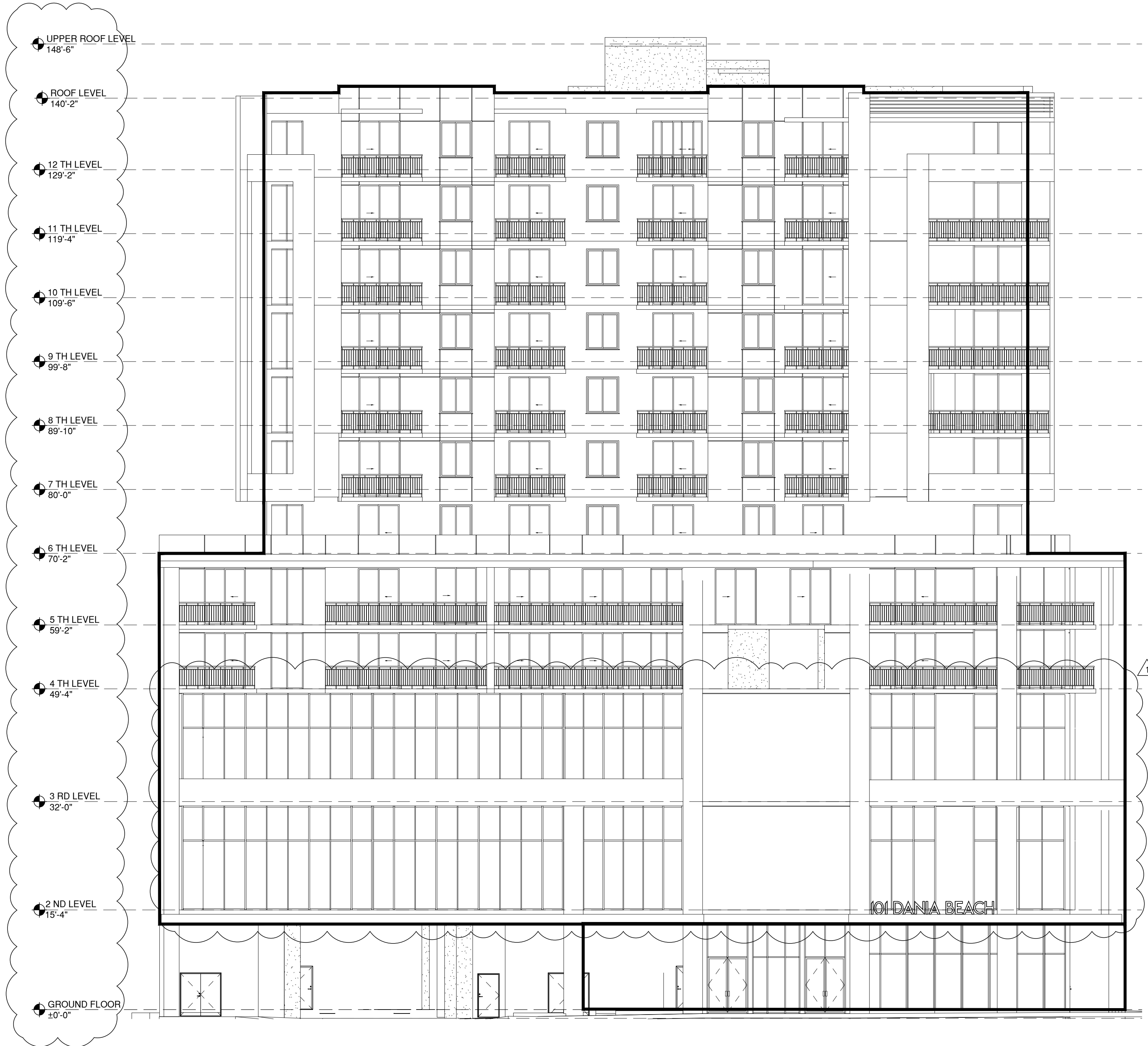
SHEET No:

A-302



EAST ELEVATION

SCALE: 3/32 = 1'-0"



SOUTH ELEVATION

SCALE: 3/32 = 1'-0"

PERCENTAGE OF FENESTRATION GROUND FLOOR			
	BUILDING WALLS FACING STREETS	GLAZING WINDOWS, DOORS AND COLONNADE	PERCENTAGE (>70%)
EAST ELEVATION	1,625 SF	1,225 SF	75%
SOUTH ELEVATION	1,085 SF	760 SF	70%

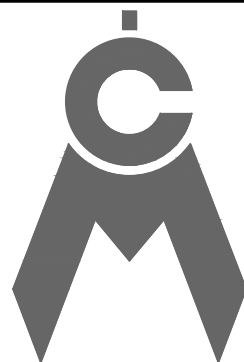
PERCENTAGE OF FENESTRATION 2ND TO ROOF			
	BUILDING WALLS FACING STREETS	GLAZING WINDOWS, DOORS AND COLONNADE	PERCENTAGE (>30% - <70%)
EAST ELEVATION	16,830 SF	7,340 SF	44%
SOUTH ELEVATION	17,210 SF	7,345 SF	42%

PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
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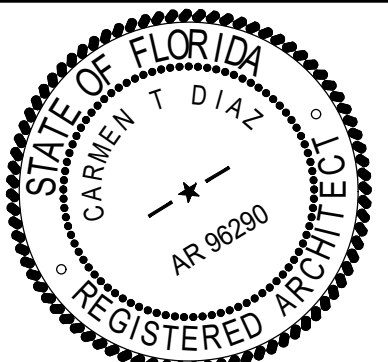
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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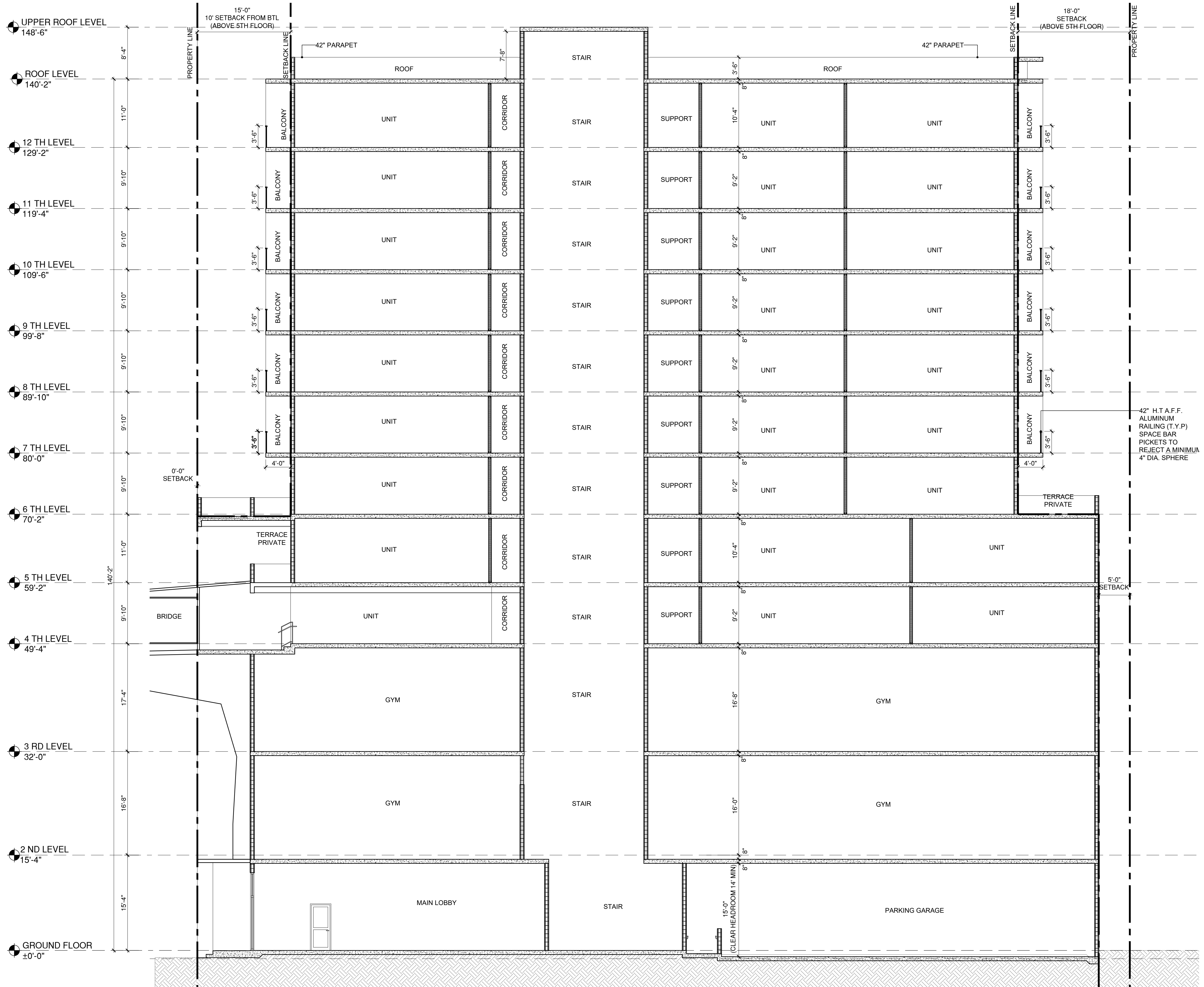


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SUITE 100
MIAMI, FL 33155
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SHEET No:

A-303



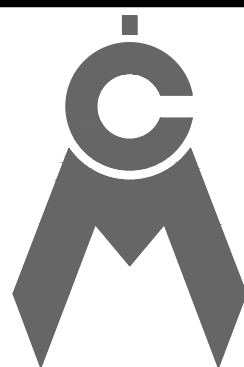
SECTION A-A
SCALE: 1/8" = 1'-0"

PROJECT No.:	REV. #	DATE
DESIGNED BY:	1	
DRAWN BY:	2	
CHECKED BY:	3	
ISSUE DATE:	4	
DRAWING SCALE:	5	
	6	
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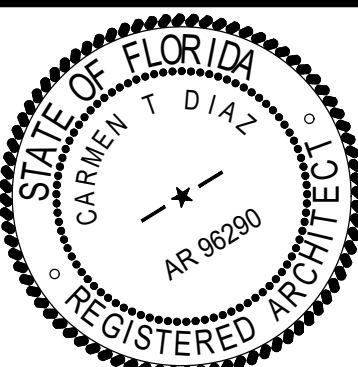
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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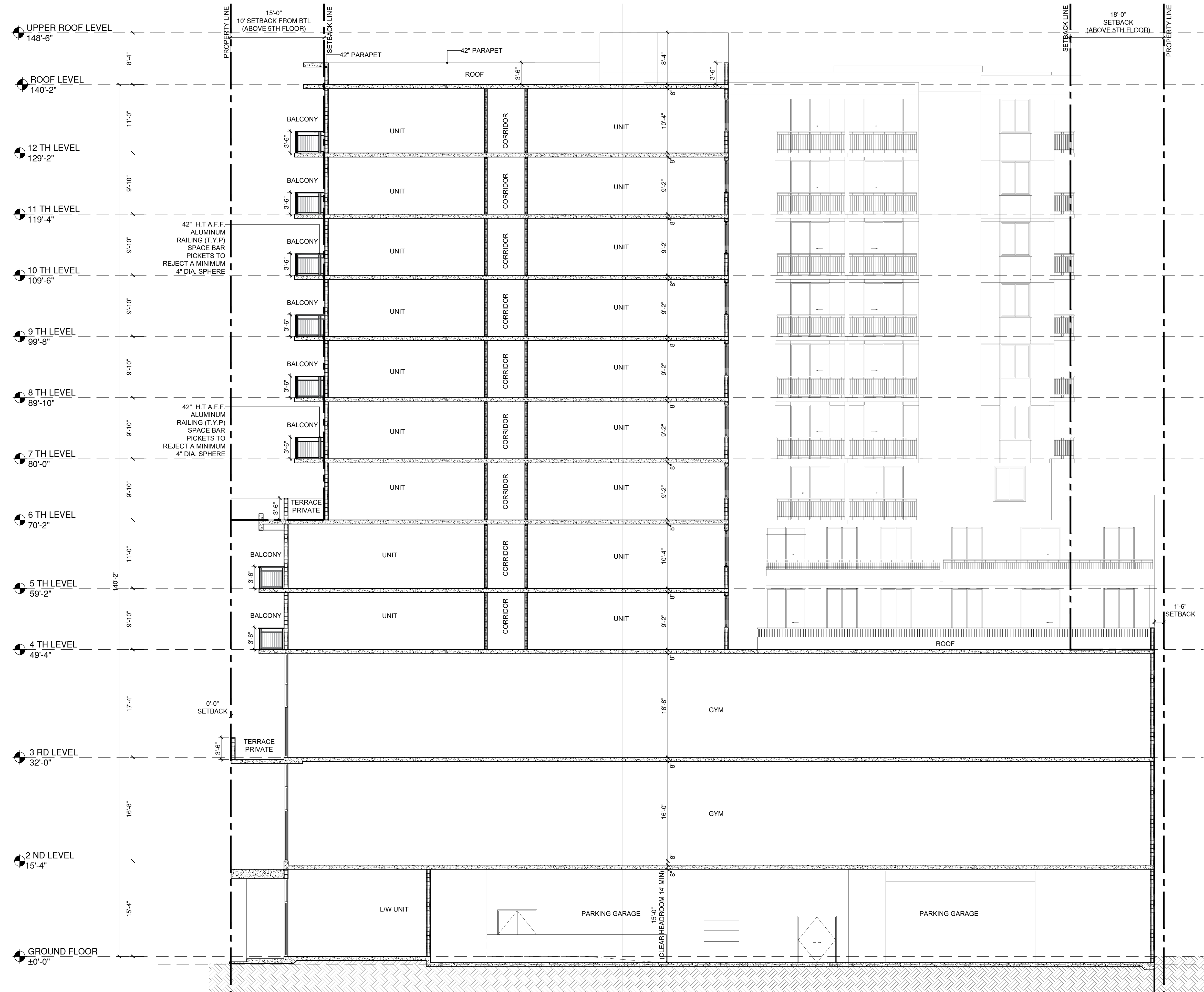


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SHEET No:

A-401



SECTION B-B
SCALE: 1/8" = 1'-0"

PROJECT No.:	REV. #	DATE
	1	
DESIGNED BY:	2	
	3	
DRAWN BY:	4	
	5	
CHECKED BY:	6	
	7	
ISSUE DATE:	8	
	9	
DRAWING SCALE:	10	

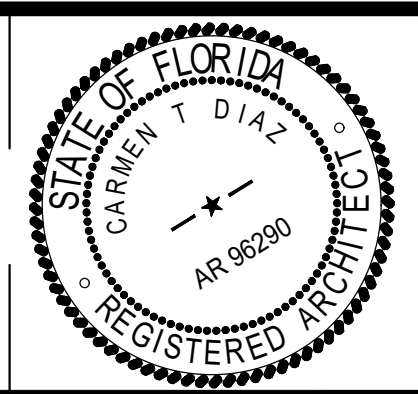
46 SW 1ST AVE. , DANIA BEACH, FL 33004 MIXED USE BUILDING



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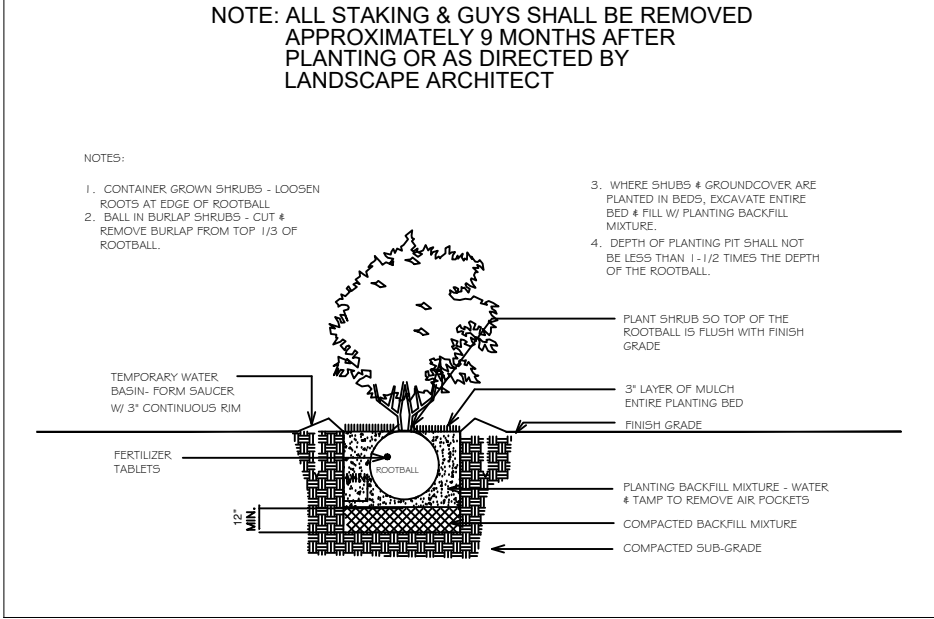
ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th COURT
SUITE 100
MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041



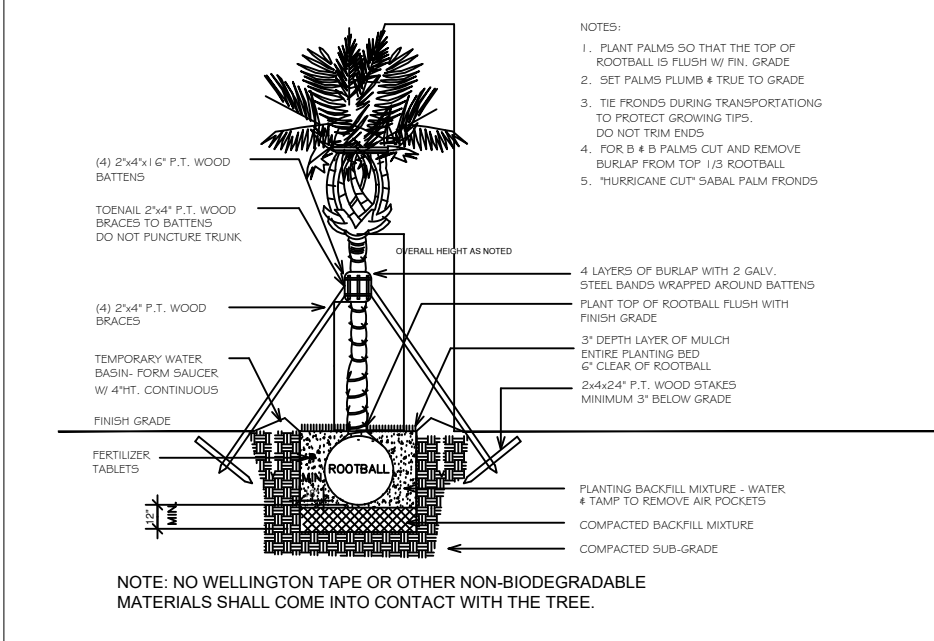
SHEET No:
A-402

City of Dania Beach Standard Landscape Plan Notes

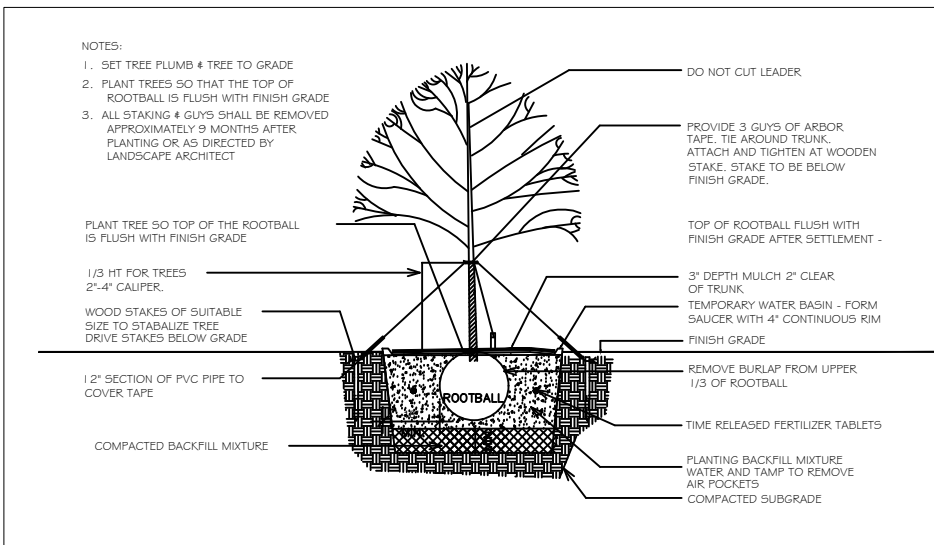
1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
- a. Existing trees to be relocated shall be root pruned a minimum of 120 days Prior to relocation
- b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:
- | Caliper | Minimum Root Ball Diameter |
|---------|--------------------------------------|
| 1 | 16 |
| 2 | 24 |
| 3 | 32 |
| 4 | 42 |
| 5 | 54 |
| 6 | 60 |
| 7 | 70 |
| 8 | 80 |
| >8 | 12 inches per inch of trunk diameter |
- Transplanted trees with undersized root balls may be rejected by the City
- Arborist and replacement trees may be required.
- c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
10. All sizes shown for plant material are to be considered minimums.
11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Arborist.
13. All plant beds to be treated with pre-emergent herbicide prior to planting.
14. All tree and palm staking and support shall be removed one year after installation.
15. No fertilizer shall be applied to newly planted trees and palms.
16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.
17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.
18. All wire guys and/or fabric straps shall be flagged with fluorescent colored tape.
19. Mulching:
- a. All landscape areas not covered by sod shall be covered by a minimum 3inch layer of mulch.
- b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.
- c. Cypress mulch shall not be used.
20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
21. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.



SHRUB PLANTING DETAIL



PALM PLANTING DETAIL



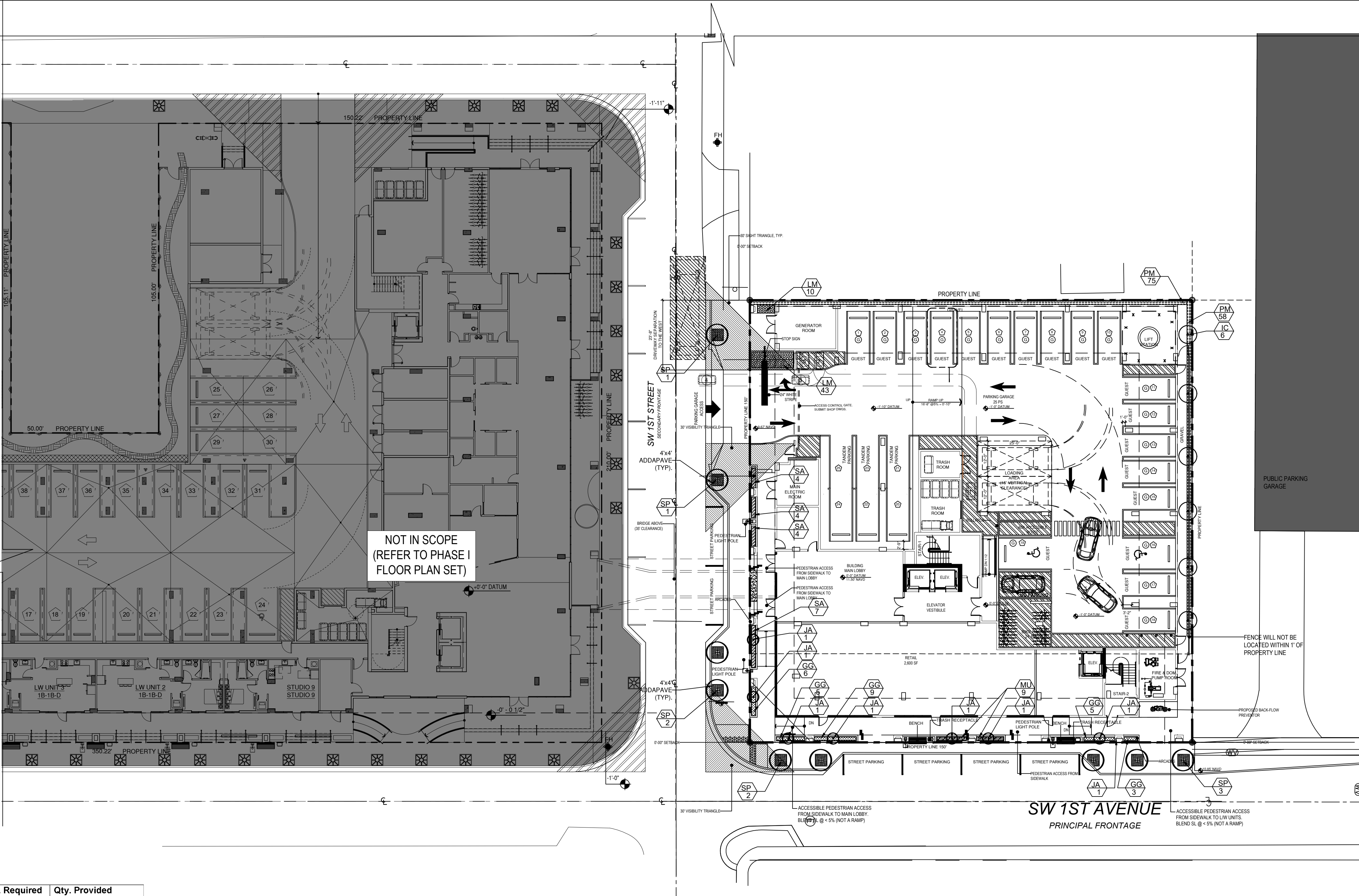
TREE STAKING DETAIL

Landscape Code Requirements

Land Use: RAC – Regional Activity Center
Zoning: CC: City Center
Gross Site Area = 22,500 sf

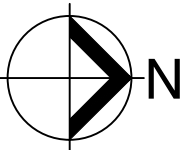
Description	Application	Calculation	Qty. Required	Qty. Provided
Sec 307-20 Street Trees				
SW 1 Street	1 tree/ 15 LF	150/ 15	10	4 sabal palms
SW 1 Avenue	1 tree/ 15 LF	150/ 15	10	5 sabal palms
Sec 275-110 Landscape Buffer				
West	Buffer adjacent to Residential		NA	NA
Sec 275-110 Landsc Perimeter Trees				
West	1 tree/ 40LF (double row)		NA	NA
Sec 275-90 VUA Buffer Trees	NA			
Sec 275-100 VUA Interior Landscape	NA			
Sec 275-130 Perimeter Buffer Trees	NA			
Sec 275-140				
Non vehicular open space	10%	.10 (22,500 sf)	2250 sf	4910 sf upper level
Non vehicular open space trees	1 tree/ 2000 sf	2250 sf	2	5
Non vehicular open space shrubs	10/ 2000 sf	2250 sf/ 2000 sf (10)	12	223
Sec 275-60				
Native Trees	50%	10 (50)	5	6
Native Shrubs	50%	12 (50)	6	9
Sec 275-190				
Shade/ Canopy Trees	40% min	10 (40)	4	0
Intermediate Trees	30% min	10 (30)	3	6
Small Trees	10% max	10 (10)	1	0
Palms	20% max	10 (20)	2	4

Sym	Qty	Botanical Name	Common Name	Size	Native	Drought Tolerance
Trees/ Palms						
IC	6	Ilex cassine	Dahoon Holly	12' Ht. x 4' Spr., 2" dbh	Yes	Medium
SP	9	Sabal palmetto	Sabal Palm	22' OA HT	Yes	High
Shrubs/Groundcovers						
PM	133	Podocarpus macrophyllus	Podocarpus	36" x 24", 24" O.C.	No	Medium
LM	43	Liriodendron 'Evergreen Giant'	Giant Lily Turf	12" x 12", 18" O.C.	No	High
SA	19	Schefflera arboricola 'Trinette'	Variegated Arborescens	24" x 24", 24" O.C.	No	High
GG	22	Golpalmia gracilis	Thymallia	24" x 24", 24" O.C.	No	High
MU	9	Muhlenbergia capillaris	Muhly Grass	18" x 18", 24" O.C.	Yes	High
JA	6	Jatropha integririma 'Compacta'	Jatropha	4' Ht. std	No	High
Sod			St. Augustine			
Mulch			Shredded Melaleuca or Eucalyptus			



LANDSCAPE PLAN

SCALE: 1" = 20'-0"



PROJECT No.:	REV. #	DATE
	1	
DESIGNED BY:	2	
	3	
DRAWN BY:	4	
J.G.	5	
CHECKED BY:	6	
K.M.	7	
ISSUE DATE:	10-20-2022	
	8	
	9	
DRAWING SCALE:	AS SHOWN	10

101 DANIA BEACH
MIXED USE BUILDING

KIMBERLY MOYER, PLA
LANDSCAPE ARCHITECT
LIC. NO. #LA0000952
k.moyerla@gmail.com
954-592-3695

SHEET No:

L-1

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1. THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2. RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

- MAXIMUM TRAVEL DISTANCE ALLOWED = 200'
- MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
- MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3. CORRIDORS SHALL NOT BE LESS THAN 44"

4. ASSEMBLY OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 12):

- MAXIMUM DEAD END AT CORRIDORS = 20'-0"
- MAXIMUM TRAVEL DISTANCE ALLOWED = 250'
- MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 20'

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF

PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.

RESIDENTIAL AREA - 10 REQUIRED & PROVIDED

POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 90 MINUTE "B" LABEL DOOR WITH CLOSER
- 45 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 20 MINUTE DOOR WITH CLOSER
- F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED
- 1 OCCUPANCY NUMBER
- TRAVEL DISTANCE COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

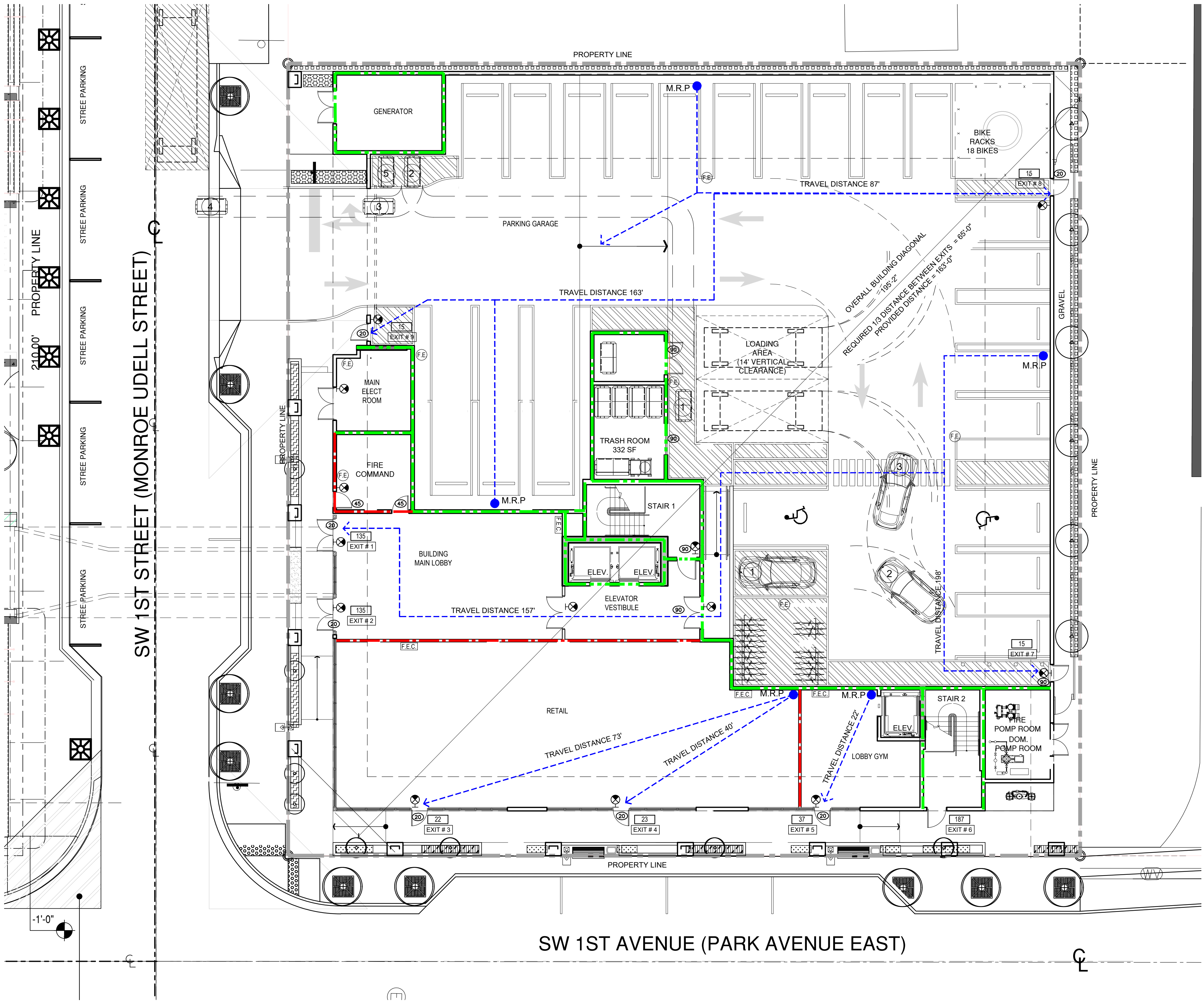
NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
MAIN LOBBY	1,020 SF	15	68	1
PARKING GARAGE	11,780 SF	200	59	4
RETAILS	2,690 SF	60	45	1
B.O.H	1,065 SF	300	1	1
FIRE COMMAND CENTER	42 SF	300	1	1
LOBBY GYM	550 SF	15	37	1

TOTAL NUMBER OF OCC AT GROUND FLOOR 138 9

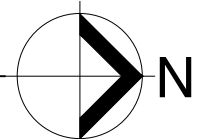
FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



LIFE SAFETY
GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"



PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
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CHECKED BY:	4	
ISSUE DATE:	5	
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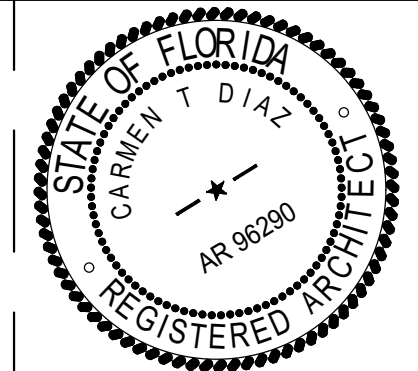
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



CAYMARES MARTIN
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(305) 669-5041
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SUITE 100
MIAMI, FL 33155
TEL: (305) 669-5040
FAX: (305) 669-5041



SHEET No: LS-01

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

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MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

4- ASSEMBLY OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 12):

MAXIMUM DEAD END AT CORRIDORS = 20'-0"
MAXIMUM TRAVEL DISTANCE ALLOWED = 250'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 20'

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF

PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.
RESIDENTIAL AREA - 10 REQUIRED & PROVIDED

POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 90 MINUTE "B" LABEL
DOOR WITH CLOSER
- 45 45 MINUTE "C" LABEL
DOOR WITH CLOSER
- 20 20 MINUTE DOOR
WITH CLOSER
- F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET
F.E. WALL MOUNTED
- 1 OCCUPANCY NUMBER

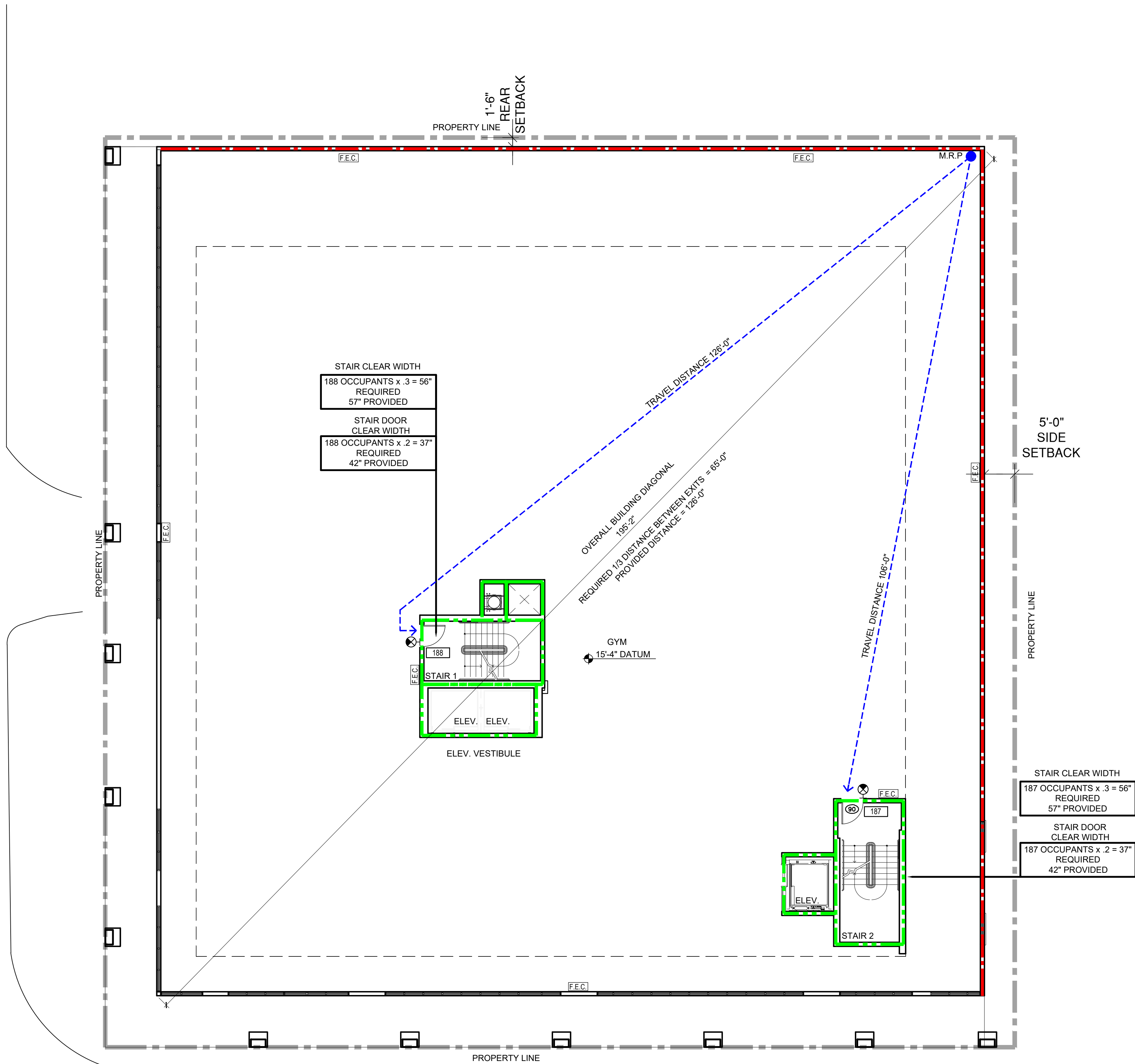
- TRAVEL DISTANCE
COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
GYM	18,740 SF	50	375	6
TOTAL NUMBER OF OCC AT 3RD FLOOR				375 6

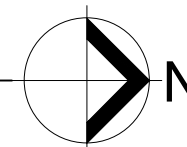
FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



LIFE SAFETY
2ND FLOOR PLAN

SCALE: 3/32" = 1'-0"

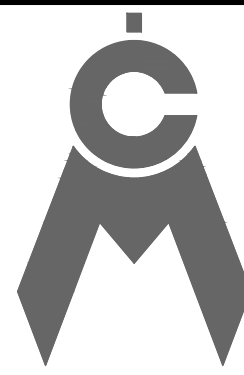


PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
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ISSUE DATE:	5	
DRAWING SCALE:	6	
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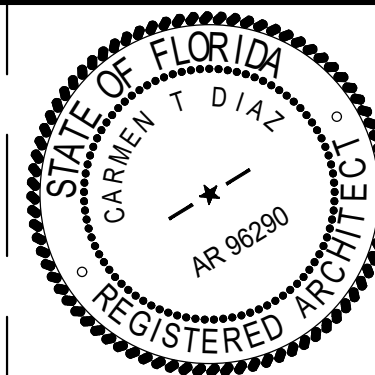
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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(305) 669-5041
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5001 S.W. 74th, COURT
SUITE 100
MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041



SHEET No: A

LS-02

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

MAXIMUM TRAVEL DISTANCE ALLOWED = 200'
MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

4- ASSEMBLY OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 12):

MAXIMUM DEAD END AT CORRIDORS = 20'-0"
MAXIMUM TRAVEL DISTANCE ALLOWED = 250'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 20'

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF

PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.

RESIDENTIAL AREA - 10 REQUIRED & PROVIDED

POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:



EXIT SIGN



90 MINUTE "B" LABEL

DOOR WITH CLOSER



45 MINUTE "C" LABEL

DOOR WITH CLOSER



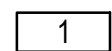
20 MINUTE DOOR

WITH CLOSER

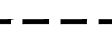


F.E.C. SEMI-RECESSED CABINET

F.E. WALL MOUNTED



OCCUPANCY NUMBER



TRAVEL DISTANCE

COMMON PATH



ONE HOUR FIRE RATING



TWO HOUR FIRE RATING

NUMBER OF OCCUPANTS

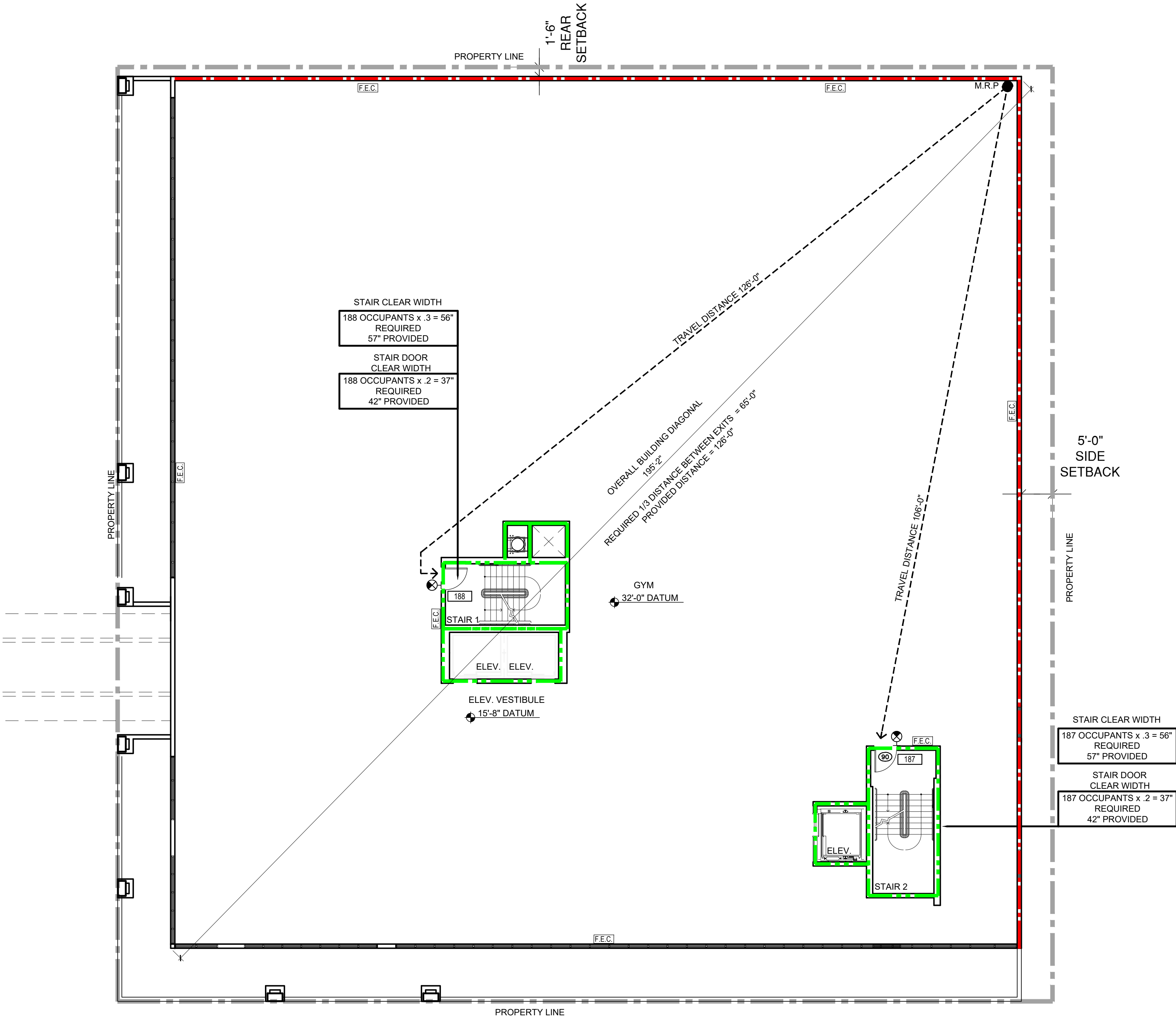
AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
GYM	18,740 SF	50	375	6

TOTAL NUMBER OF OCC
AT 3RD FLOOR

375 6

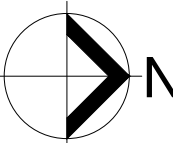
FIRE EXTINGUISHER
CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



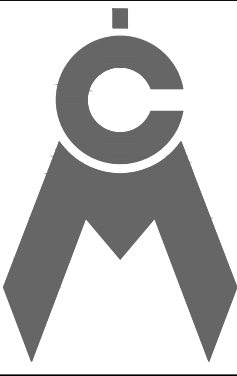
LIFE SAFETY
3RD FLOOR PLAN

SCALE: 3/32" = 1'-0"

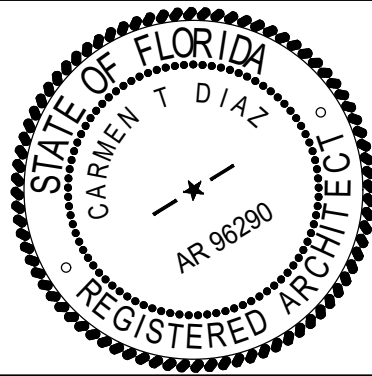


PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
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	9	
	10	

46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



ARCH. CARMEN T. DIAZ
LIC # AR 96290
5001 S.W. 74th COURT
SUITE 100
MIAMI, FL 33155
TEL: (305) 669-5040
FAX: (305) 669-5041



SHEET No: LS-03

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

- MAXIMUM TRAVEL DISTANCE ALLOWED = 200'
- MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
- MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF
PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.
RESIDENTIAL AREA - 10 REQUIRED & PROVIDED
POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 90 MINUTE "B" LABEL DOOR WITH CLOSER
- 45 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 20 MINUTE DOOR WITH CLOSER
- F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED
- 1 OCCUPANCY NUMBER
- TRAVEL DISTANCE COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

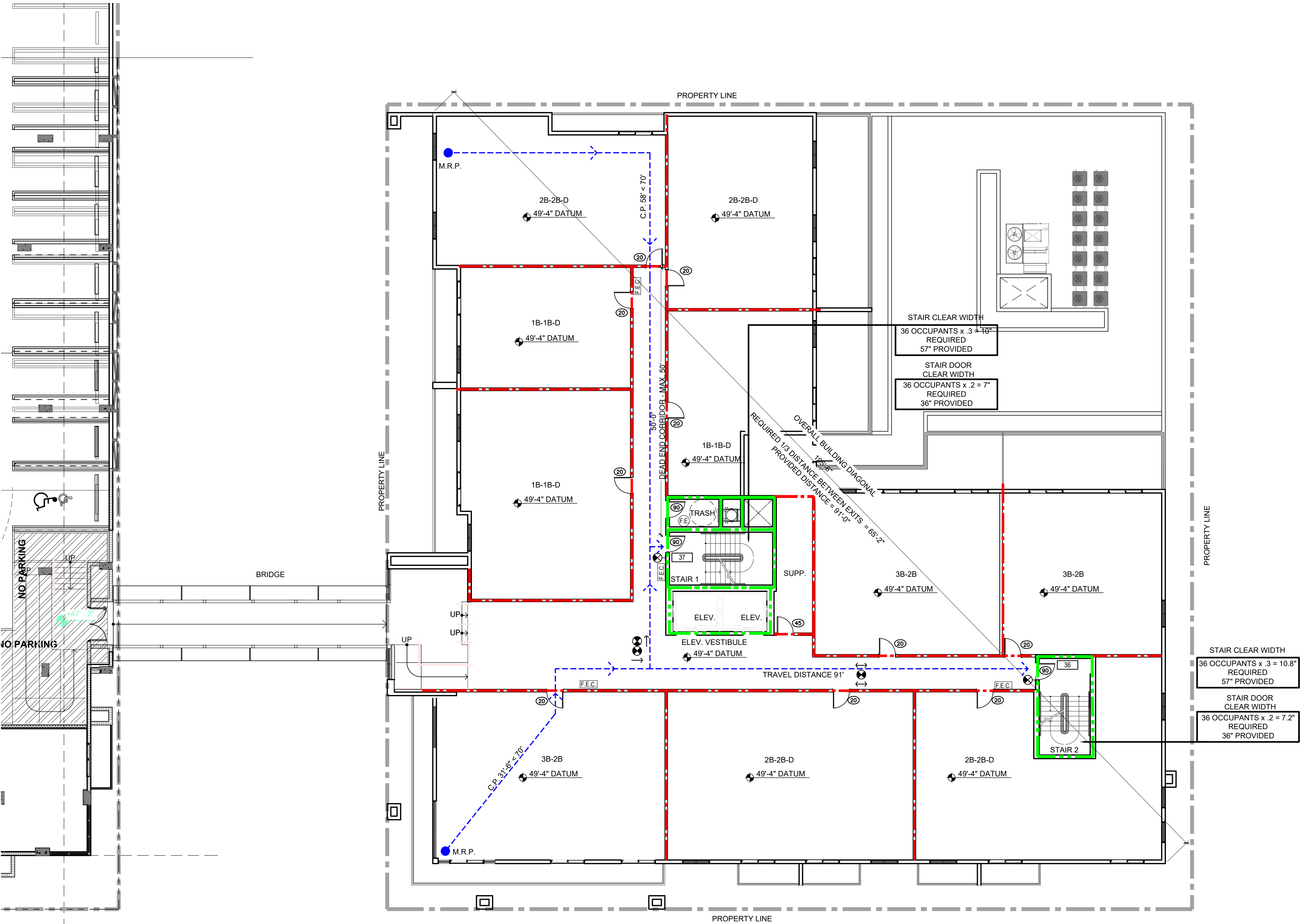
NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
RESIDENTIAL	13,555 SF	200	69	4
SUPPORT	315 SF	300	2	1

TOTAL NUMBER OF OCC AT GROUND FLOOR 73 5

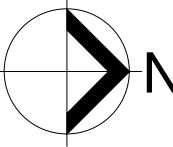
FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



LIFE SAFETY
4TH FLOOR PLAN

SCALE: 1/16" = 1'-0"

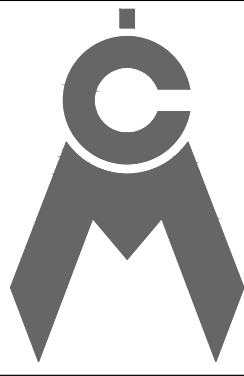


PROJECT No.:	REV. #	DATE
	1	01/19/2024 SITE PLAN MODIFICATION
DESIGNED BY:	2	
	3	
DRAWN BY:	4	
	5	
CHECKED BY:	6	
	7	
ISSUE DATE:	8	
	9	
DRAWING SCALE:	10	AS SHOWN

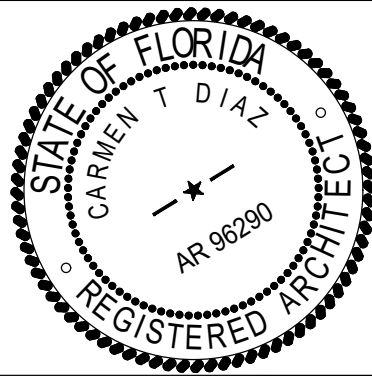
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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MIAMI, FL 33155
TEL. (305) 669-5040
FAX (305) 669-5041



SHEET No: LS-04

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

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MAXIMUM TRAVEL DISTANCE ALLOWED = 200'
MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'
MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF
PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.
RESIDENTIAL AREA - 10 REQUIRED & PROVIDED
POOL DECK AND AMENITIES - (8,500 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 MINUTE "B" LABEL DOOR WITH CLOSER
- 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 MINUTE DOOR WITH CLOSER
- F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED
- OCCUPANCY NUMBER
- TRAVEL DISTANCE COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

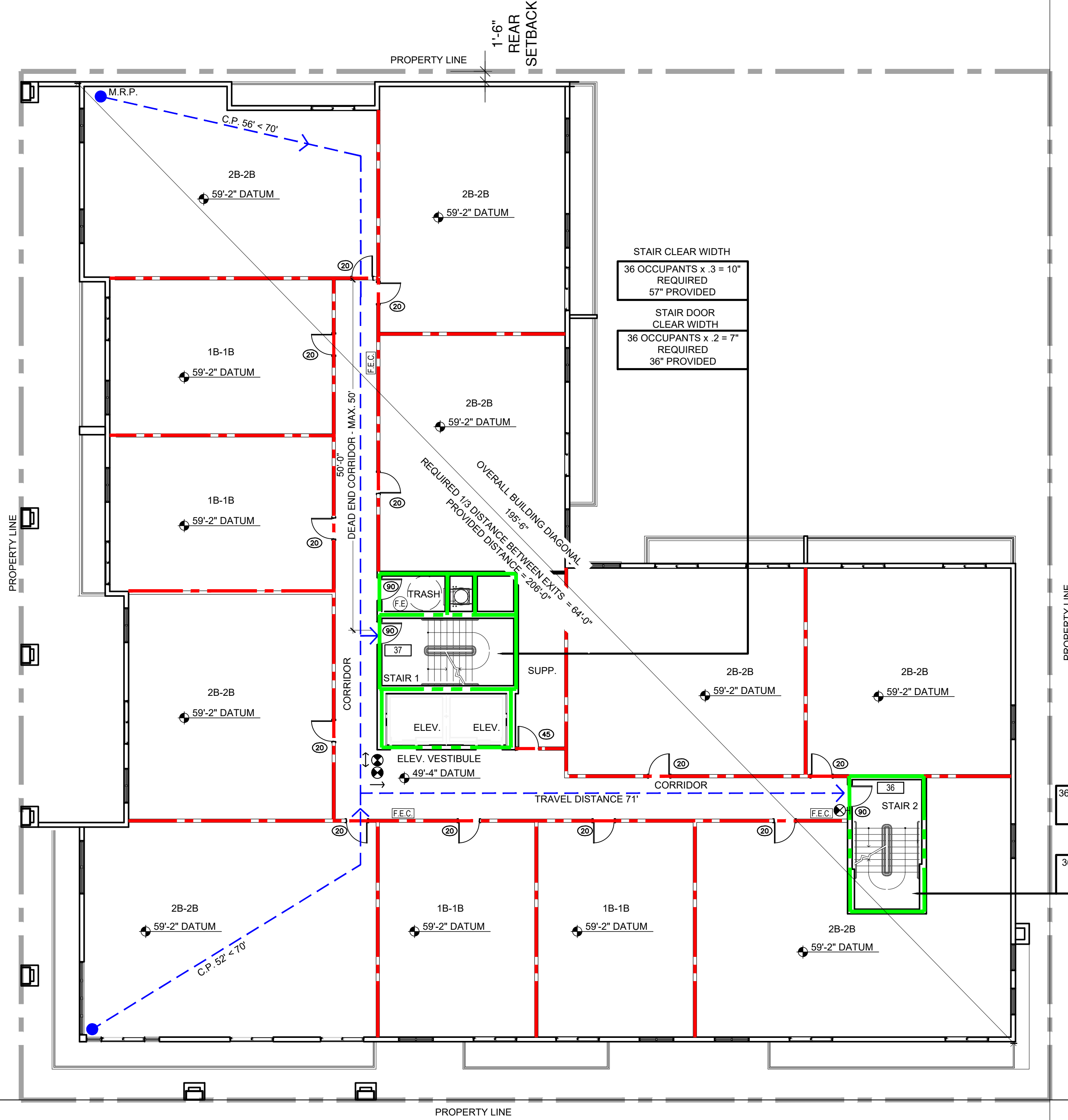
NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
RESIDENTIAL	13,688 SF	200	69	4
SUPPORT	315 SF	300	2	1

TOTAL NUMBER OF OCC AT GROUND FLOOR 73 5

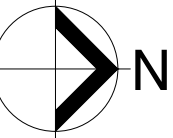
FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



LIFE SAFETY
5TH FLOOR PLAN

SCALE: 1/16" = 1'-0"



PROJECT No.:	REV. #	DATE
	1	01/19/2024 SITE PLAN MODIFICATION
DESIGNED BY:	O.M.	2
		3
DRAWN BY:		4
		5
CHECKED BY:	O.M.	6
		7
ISSUE DATE:	04-08-2022	8
		9
DRAWING SCALE:	AS SHOWN	10

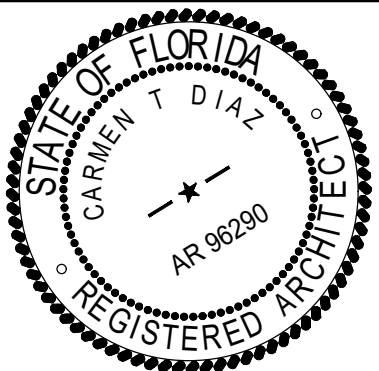
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



CAYMARES MARTIN
Architectural & Engineering Design
AA 26001552 CA 27136
5001 S.W. 74th Ct., Ste 100
Miami, FL 33155
Ph: (305) 669-5040 Fax: (305) 669-5041
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FAX: (305) 669-5041



SHEET No: 1
LS-05

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

MAXIMUM TRAVEL DISTANCE ALLOWED = 200'

MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'

MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF
PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.
RESIDENTIAL AREA - 10 REQUIRED & PROVIDED
POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 MINUTE "B" LABEL DOOR WITH CLOSER
- 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 MINUTE DOOR WITH CLOSER
- F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED
- 1 OCCUPANCY NUMBER
- TRAVEL DISTANCE COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

NUMBER OF OCCUPANTS

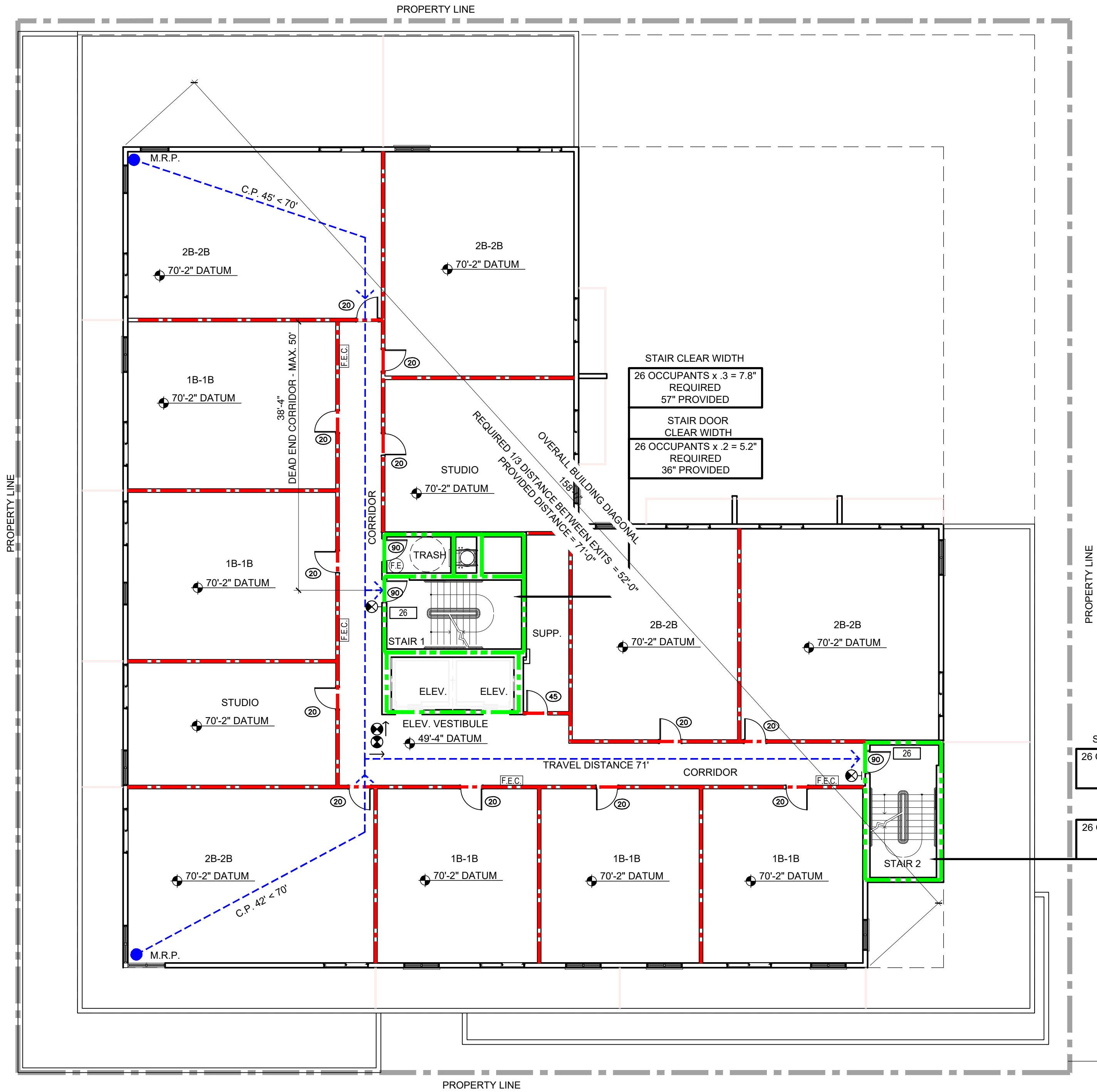
AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
RESIDENTIAL	10,150 SF	200	51	4
SUPPORT	295 SF	300	1	1

TOTAL NUMBER OF OCC AT GROUND FLOOR 52 5

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

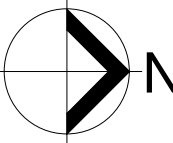
1 F.E.C. / 3000 SF

SW 1ST STREET (MONROE UDELL STREET)



SW 1ST AVENUE (PARK AVENUE EAST)

LIFE SAFETY
6TH FLOOR PLAN
SCALE: 1/16" = 1'-0"

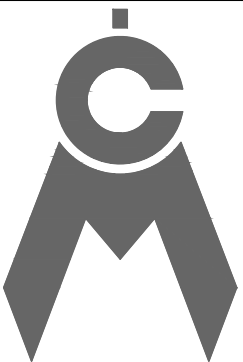


PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
DRAWING SCALE:	6	
	7	
	8	
	9	
	10	

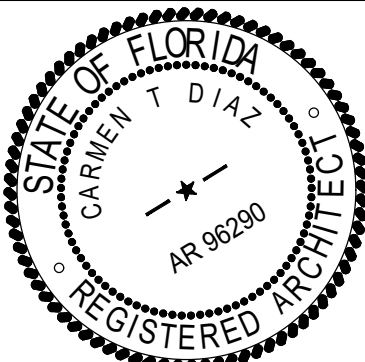
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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SHEET No: LS-06

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

MAXIMUM TRAVEL DISTANCE ALLOWED = 200'

MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'

MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF
PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.
RESIDENTIAL AREA - 10 REQUIRED & PROVIDED
POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

EXIT SIGN

90 MINUTE "B" LABEL DOOR WITH CLOSER

45 MINUTE "C" LABEL DOOR WITH CLOSER

20 MINUTE DOOR WITH CLOSER

F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED

1 OCCUPANCY NUMBER

TRAVEL DISTANCE COMMON PATH

ONE HOUR FIRE RATING

TWO HOUR FIRE RATING

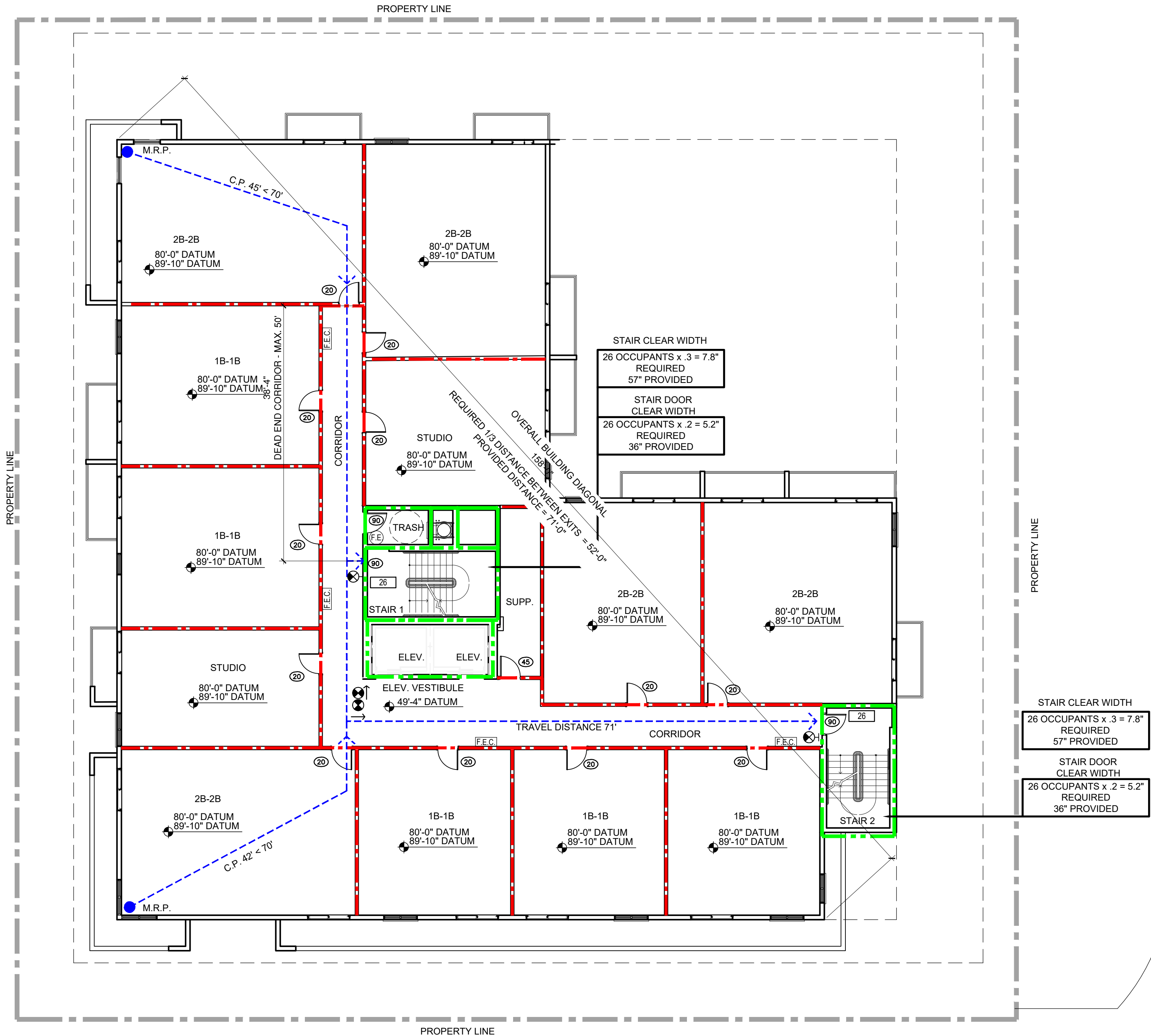
NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
RESIDENTIAL	10,150 SF	200	51	4
SUPPORT	296 SF	300	1	1
TOTAL NUMBER OF OCC AT GROUND FLOOR			52	5

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

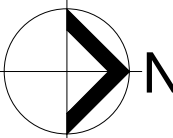
1 F.E.C. / 3000 SF

SW 1ST STREET (MONROE UDELL STREET)



LIFE SAFETY
7TH & 8TH FLOOR PLAN

SCALE: 1/16" = 1'-0"



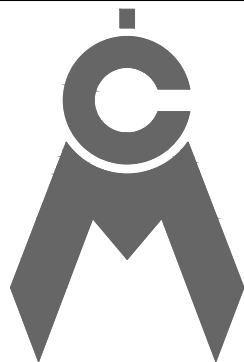
PROJECT No.:	REV. #	DATE
	1	01/19/2024 SITE PLAN MODIFICATION
DESIGNED BY:	2	
	3	
DRAWN BY:	4	
	5	
CHECKED BY:	6	
	7	
ISSUE DATE:	8	
	9	
DRAWING SCALE:	10	AS SHOWN

46 SW 1ST AVE. , DANIA BEACH, FL 33004

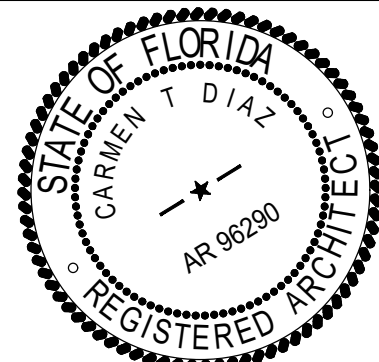
MIXED USE BUILDING



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FAX: (305) 669-5041



SHEET No:

LS-07

LIFESAFETY NOTES (AS PER FFPC 7TH EDITION)

1- THIS IS A FULLY SPRINKLERED BUILDING. ALL SPACES, ROOMS, AND AREAS SHALL BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM. THE BUILDING IS EQUIPPED THROUGHOUT WITH A FIRE ALARM SYSTEM.

2- RESIDENTIAL OCCUPANCIES WITH SPRINKLER SYSTEM (FFPC NFPA 101 CHAPTER 30):

MAXIMUM TRAVEL DISTANCE ALLOWED = 200'

MAXIMUM TRAVEL DISTANCE WITHIN THE UNIT = 125'

MAXIMUM COMMON PATH OF TRAVEL OUTSIDE UNITS = 50'

3- CORRIDORS SHALL NOT BE LESS THAN 44"

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF

PROVIDED 2 PER FLOOR. CMU SEMI-RECESSED INSTALLATION.

RESIDENTIAL AREA - 10 REQUIRED & PROVIDED

POOL DECK AND AMENITIES - (8,560 SF) - 3 REQUIRED & 4 PROVIDED

LIFE SAFETY LEGEND:

- EXIT SIGN
- 90 MINUTE "B" LABEL DOOR WITH CLOSER
- 45 MINUTE "C" LABEL DOOR WITH CLOSER
- 20 MINUTE DOOR WITH CLOSER
- F.E.C. F.E. F.E.C. SEMI-RECESSED CABINET F.E. WALL MOUNTED
- OCCUPANCY NUMBER
- TRAVEL DISTANCE COMMON PATH
- ONE HOUR FIRE RATING
- TWO HOUR FIRE RATING

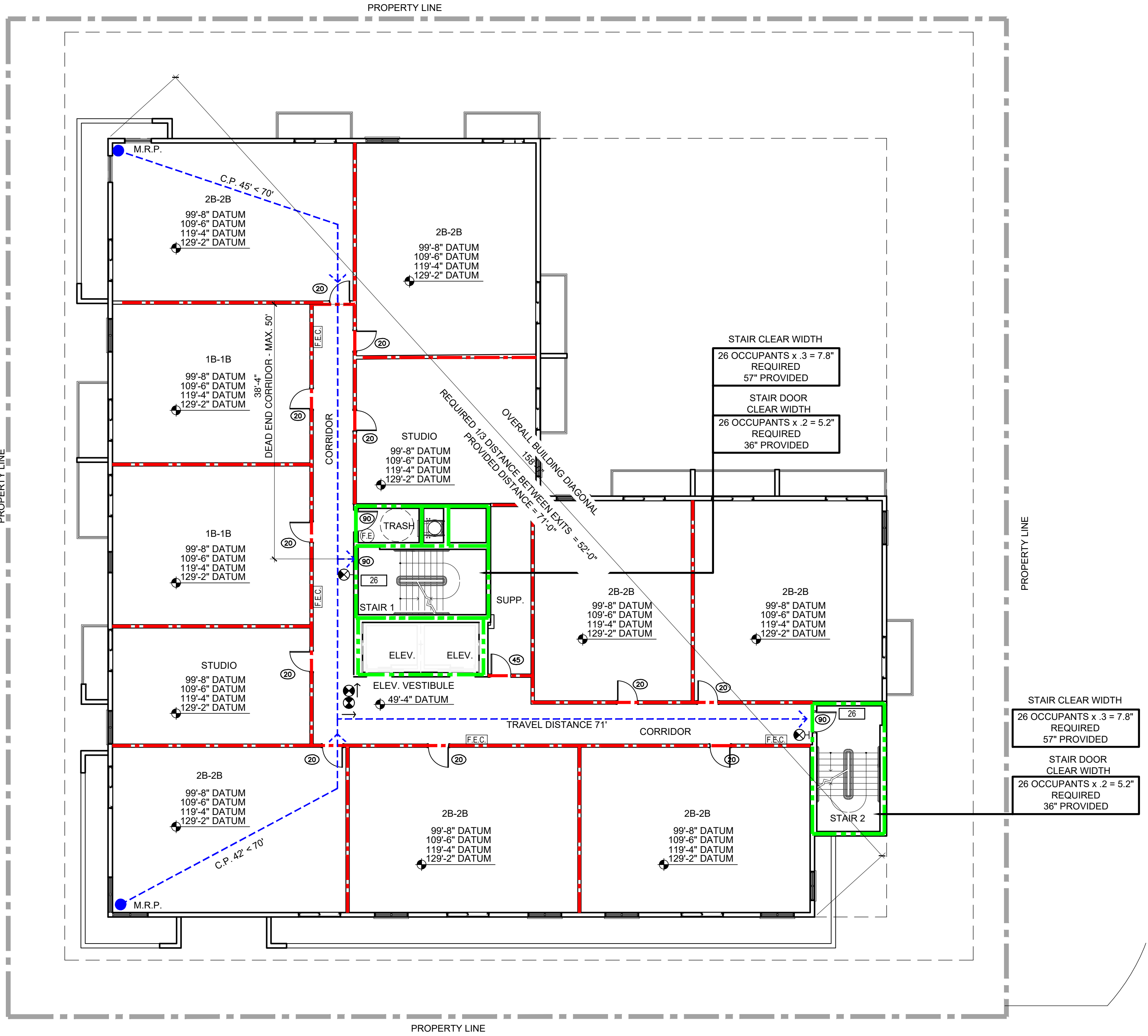
NUMBER OF OCCUPANTS

AREA / ROOM	SQ. FT.	FACTOR	OCC	F.E.
RESIDENTIAL	10,150 SF	200	51	4
SUPPORT	295 SF	300	1	1

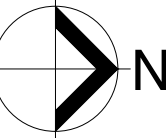
TOTAL NUMBER OF OCC AT GROUND FLOOR 52 5

FIRE EXTINGUISHER CABINET - SEMI-RECESSED

1 F.E.C. / 3000 SF



LIFE SAFETY
9TH - 12TH FLOOR PLAN
SCALE: 1/16" = 1'-0"



PROJECT No.:	REV. #	DATE
DESIGNED BY:	2	01/19/2024 SITE PLAN MODIFICATION
DRAWN BY:	3	
CHECKED BY:	4	
ISSUE DATE:	5	
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DRAWING SCALE:	10	AS SHOWN

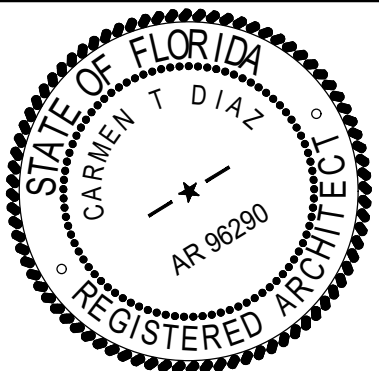
46 SW 1ST AVE. , DANIA BEACH, FL 33004
MIXED USE BUILDING



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SHEET No: 1
LS-06



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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 and Zoning Manager

SUBJECT: TX-007-24 The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) modifying container regulations. (FIRST READING)

Request:

Text Amendment updating and providing more detail on the use of cargo/shipping containers for construction use.

Background:

In April 2023, amendments were made to the Land Development Code to allow containers to be used for construction. As more communities are using shipping containers as a viable option for construction and structures, the City would like to provide the same possibilities establishing regulations and parameters on how to implement them.

The regulations will remove the current requirement of a Special Exception approval for the implementation of shipping containers in construction and provide design standard details for residential and commercial occupancy purposes for primary or accessory use.

Planning and Zoning Board Previous Action

This application will be heard at the June 20, 2024 Planning & Zoning Board meeting. City staff will provide the results of this action at the City Commission. This application will then require two (2) readings at the City Commission.

Budgetary Impact

N/A

Recommendation

The Community Development Department recommends that the City Commission approve the text amendment on this first reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, "LAND DEVELOPMENT REGULATIONS" AT PART 1. ENTITLED "USE REGULATIONS", ARTICLE 105 ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS"; AT SECTION 105-90, ENTITLED "OUTDOOR STORAGE CONTAINERS", PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the Land Development Code in order to provide for clarified standards as to when a shipping container can be used as a building or habitable structure, and to include those standards in the City's Code; and

WHEREAS, the City desires to modify Chapter 28 of the Land Development Regulations to amend Section 105-90, entitled "Outdoor storage containers".

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 28 of the City's Code of Ordinances entitled "Land Development Regulations", to amend Article 105, entitled "Use and regulations for residential and open space zoning districts", to read as follows:

CHAPTER 28

LAND DEVELOPMENT REGULATIONS

PART 1. USE REGULATIONS

ARTICLE 105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-90. Outdoor storage containers.

(A) *Purpose and intent.* It is the purpose and intent of this section to restrict the use of outdoor storage containers in order to promote and protect the appearance of the city and the public health, safety and welfare.

(B) *Definitions.* For the purpose of this section, the following terms are defined:

- (1) *Containers*, traditionally made from steel and having close-top, hinged doors may be used as modular building elements forming the structure of a building.
 - (2) *Storage container* means any steel cargo container, or any similar container designed and intended for transporting materials on ships, trains, or trucks from one (1) location to another.
 - (3) *Temporary portable container* means any container or receptacle, other than a storage container as defined above, designed for and used outdoors for the temporary portable storage of personal property. Temporary portable containers are ordinarily rented or leased to owners or occupants of real property and are placed and removed by means of a truck or other motor vehicle. Temporary portable containers do not have wheels or any other device or mechanism that raises any part of it above the surface upon which it is located.
- (C) *Permitted storage containers.* A storage container is permitted only as follows:
- (1) Storage containers are permitted within zoning districts that specifically permit outdoor storage, in which cases subsections (E) through (G) shall not apply.
 - (2) Municipal or other governmental agencies may place a storage container upon a public property within any zoning district, in which cases subsections (E) through (G) shall not apply.
 - (3) Not-for-profit charitable organizations, as well as authorized vendors, affiliates, or agencies of such organizations may place a storage container upon a lot as an accessory structure and use to a principal building and use, within a commercial or industrial zoning district, subject to subsections (E) through (G), including the requirement of subsection (F)(3) that a storage container to be located in the community redevelopment area shall require approval as a special exception use in accordance with article 630.
- (D) *Permitted temporary portable containers.*
- (1) A temporary portable container is permitted only as follows:
 - (a) A temporary portable container is permitted upon a lot occupied by a single-family or two-family dwelling. The container shall only be located on a front yard driveway.
 - (b) A temporary portable container is permitted upon a lot occupied by a multiple-family dwelling or townhome. The container must be placed entirely within a single paved and striped parking space.
 - (c) Temporary portable containers are permitted on any lot where outdoor storage is specifically permitted by the applicable zoning district, in which cases subsection (E) shall not apply.
 - (2) *Temporary portable container permits.*
 - (a) A permit is required prior to placement of a temporary portable container upon any property. Permit application requirements shall be established administratively. The city commission may establish and update temporary portable container permit fees by resolution from time to time. The temporary portable container permit fee shall be waived for applications submitted during the sixty-day period following a named

hurricane event which significantly impacts the city, as determined by the city manager. The container shall not be placed upon the property until the application is approved.

- (b) A copy of the permit shall be conspicuously displayed on the container, within a clear weatherproof pouch.
- (c) A permit to place a temporary portable container on a lot shall be issued not more than one (1) time per calendar year, and shall not be valid for more than thirty (30) consecutive days.
- (d) The city commission may consider a waiver to these requirements upon demonstration of a hardship that is not self-created and which the commission determines will not be detrimental to the adjacent community. An application for waiver must be authorized by the property owner, and shall be accompanied by a nonrefundable waiver application fee to be established by resolution of the city commission from time to time.
- (e) Despite the time limitations provided in this section, all temporary portable containers must be removed immediately from all lots where placed upon the issuance of a hurricane warning by the National Hurricane Center of the National Oceanic and Atmospheric Administration National Weather Service. The obligation to cause removal of the container rests with the owner of the site who shall sign a notarized statement to that effect, which must be submitted as part of all applications for temporary portable containers.

(E) *Maximum size and number of storage containers and temporary portable containers.*

- (1) No temporary portable container shall exceed one hundred sixty (160) square feet and ten (10) feet in height.
- (2) No more than one (1) temporary portable container may be placed upon a lot, except as provided in [subsection] (6), below.
- (3) No storage container shall be allowed in the community redevelopment area unless approved as a special exception use in accordance with article 630. Additional conditions may be established by the city commission when granting a special exception under this subsection, based on site considerations and potentially resulting impacts upon the surrounding area or zoning district where the subject property is located, in accordance with section 630-50(B).
- (4) The director of community development may authorize two (2) or more temporary portable containers on industrial zoned lots, and may authorize two (2) or more storage containers that may exceed the size limitation in [subsection] (4) above, upon making all of the following determinations:
 - (a) That the lot affords sufficient space for placement of the container;
 - (b) That adequate parking and building access remain available on the site; and
 - (c) That the adjacent property owner(s) do not have an objection to additional storage containers, as evidenced by written letter of no objection to the city.

(F) *Storage and temporary container restrictions.* This subsection applies to both storage containers and temporary portable containers unless otherwise provided.

- (1) All storage containers shall provide the same setbacks as a principal building. Temporary portable containers shall be set back a minimum of five (5) feet from all street lines and property lines. Both storage containers and temporary portable containers shall not obstruct access to any building.
- (2) Display of signage on any container is prohibited, other than the name, address and telephone number of the container owner, permanently affixed to the container.
- (3) Containers shall be kept in good condition, well-painted, free from rust, discoloration, graffiti, holes and cracks.
- (4) If the container is capable of self-locking upon being closed, it must provide an emergency release device inside the entrance, visible in the dark, useable by a small child, in case anyone were to be accidentally locked inside.
- (5) The container shall not be used to store goods that are, or appear to be, destined for wholesale or retail purposes.
- (6) No hazardous substance of any type whatsoever shall be stored within any container.
- (7) Only personal property owned by the site owner or occupant shall be stored in a temporary portable container.
- (8) No owner or occupant of a site shall be issued a permit if any outstanding city liens are unpaid or code enforcement proceedings are pending pertaining to the site, the owner or the occupant.
- (9) A representative of the city shall be afforded immediate access upon request to determine if the contents of the container comply with the restrictions of this section.
- (10) Storage containers shall be anchored pursuant to Section 161.21, "General Design Requirements" of the Building Code.
- (11) Storage containers shall be completely screened on all sides by one (1) or more of the following, as approved by the director:
 - (a) Walls or opaque fences with a minimum height of six (6) feet;
 - (b) Hedges with a minimum height of five (5) feet; or
 - (c) Any combination of walls, opaque fences, or hedges.

(G) *Containers.* A container may be utilized ~~and may be used~~ as modular building elements forming the structure of a building for any permitted use provided the following applicable criteria:

- ~~(1) Applicant must apply for and obtain special exception approval, as is required under the criteria contained in article 630 of this Land Development Code.~~

Applicant must apply for and obtain site plan approval, as is required under the criteria contained in article 635 of this Land Development Code (LDC). Single-family dwellings will be reviewed through the building permit process since these are exempt from the site plan process per LDC Section 635-30.

1. Dwelling Unit

- a. Containers may be used as dwelling units on properties located in residential zoning districts.
- b. The use of containers as dwelling units shall be contingent upon architectural modifications being made to the exterior of the structures. Such modifications shall include the use of materials appropriate for residential use.
- c. For properties zoned for multi-family uses, site plan approval must be obtained, as is required under the criteria contained in Article 635 of this Land Development Code.
- d. All other development standards shall be in accordance with the underlying zoning district in which the property is located.
- e. Containers used for accessory structures purposes in residential districts must follow the regulations from LDC Sections 215-90 and 220-70.

2. Non-Residential Main Buildings Uses:

- a. Properties located within the noise contour from the airport must provide sound mitigation to the surrounding properties.
- b. Design and Performance Standards. All applicable design regulations per the zoning district the site is located must be incorporated, in addition to the following:
 - 1. All shipping containers used as principal structures shall be treated, painted, and maintained in good condition at all times with no visible structural damage, corrosion, or graffiti.
 - 2. Containers used for commercial uses shall be modified and enhanced through the use of architectural features such as commercial doors and windows, awnings, outdoor lighting, seating, and landscaping planters. The Community Development Director or designee will decide if the proposed modifications meet the design criteria standards established per district.
 - 3. Signage shall be limited to building-mounted signs with a maximum sign area not to exceed five (5) square feet total as per the incidental sign regulations.

3. Non-Residential Accessory Uses:

- a. Containers used as an accessory building for commercial use shall be located in accordance with the setbacks applicable to the principal structure on the lot or parcel on which they are located.
- b. Containers used as accessory structures shall not be located within any required off-street parking spaces, vehicle driveways or drive aisles, fire lanes, or pedestrian facilities.
- c. All shipping containers used as accessory structures shall be treated, painted, and maintained in good condition at all times with no visible structural damage, corrosion, or graffiti.

* * *

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. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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 of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: 02/08/2024

Petition No.: TX-007-24

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 100 W DANIA BEACH BLVD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) CITY OF DANIA BEACH

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: CITY OF DANIA BEACH

Address of Property Owner: 100 W DANIA BEACH BLVD

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amend to Sec.105-90(g) for the use of shipping containers
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

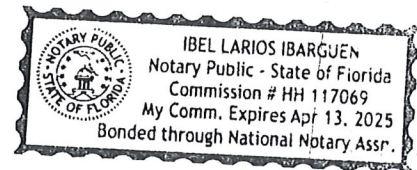
BEFORE ME THIS 8th DAY OF February, 2024

By:

Eleanor Norena.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Finance Memorandum

DATE: 6/25/2024

TO: Mayor and Commissioners

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

VIA: Frank DiPaolo, Chief Financial Officer

SUBJECT: An Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges

Request:

The Finance Department requests adoption of an Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges.

Background:

The City levies an annual assessment to fund the costs of its Stormwater Utility Services. The current annual charge per equivalent residential unit (ERU) is \$60.00. In 2023, the City engaged the services of Raftelis Financial Consultants to issue a report on the City's current stormwater assessment methodology and revenue sufficiency in anticipation of a revenue bond issue in the Fall of 2024. Raftelis further reviewed individual properties and determined that there are instances when it is appropriate to administratively modify assessment units on a case-by-case basis.

In addition, certain residents have argued that the City's stormwater calculation unduly impacts certain properties, and the City has taken into consideration those concerns and desires to update the calculation process to accommodate those requests.

The Ordinance will modify the portion of City Code Section 27-304 entitled "Stormwater Assessments Authorization" providing the City Administration with the ability to modify or adjust ERU values based on its annual review of the assessment roll.

The Finance Department recommends adoption of the Ordinance allowing for administrative modifications to the stormwater assessment roll.

Budgetary Impact

None.

Recommendation

Adopt the Ordinance amending City Code Section 27-304 entitled "Stormwater Assessments Authorization", authorizing the City to administratively modify and equitably assess stormwater utility charges.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27, “WATER AND SEWER”, ARTICLE VI, “STORMWATER UTILITY”; AT SECTION 27-304, ENTITLED “STORMWATER ASSESSMENTS AUTHORIZATION”, OF THE CITY CODE OF ORDINANCES TO AUTHORIZE THE CITY TO ADMINISTRATIVELY ALLOW THE CITY TO MODIFY AND EQUITABLY ASSESS STORMWATER UTILITY CHARGES, AFTER REVIEW OF THE ASSESSMENT ROLL, PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the City Code, at Chapter 27 relating to Water and Sewer, at Article VI “Stormwater Utility” in order to more equitably administer the City’s Stormwater rate calculation standards; and

WHEREAS, certain residents have argued that the City’s stormwater calculation unduly impacts certain properties, and the City has taken into consideration those concerns and desires to update the calculation process to accommodate those requests; and

WHEREAS, the City seeks to modify section 27-304, entitled “Stormwater Assessment Authorization” in order to provide clarity and modify the language to allow the administration to review modify the assessment based upon equitable considerations for all eligible properties within the City, and specifically allow the City to administratively modify or adjust specific parcel ERU values to reflect the parcel-specific findings, whether recommended by a Professional Engineer or other consultant retained by the City, or in the event that adjustment to the assessment units is deemed to be necessary by the City while reviewing the assessment roll.

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 27 of the City’s Code of Ordinances entitled “Water and Sewer”, to amend Article VI, entitled “Stormwater Utility”, to read as follows:

CHAPTER 27
WATER AND SEWER

* * *

Reserved. Sec. 27-240-290

ARTICLE VI. STORMWATER UTILITY

Sec. 27-300. Definitions. When used in this Ordinance, the following terms shall have the meanings set forth below, unless the context clearly requires otherwise.

"Annual Stormwater Assessment Resolution" means the resolution described in Section 27-306 hereof, approving the Stormwater for a specific Fiscal Year.

"Capital improvement project" means the construction, acquisitions, installation, reconstruction, renewal or replacement of facilities deemed necessary to control and manage the stormwater burden generated by the use and enjoyment of property within the City.

"City" means the City of Dania, Florida.

"City Clerk" means the City official described in Part III, Article 4 of the City Charter, or such person's designee.

"City Commission" means the governing body of the City of Dania, Florida.

"City Manager" means the chief executive officer of the City, or such person's designee.

"Property" means any property, other than Tax-Exempt Institutional Property, that includes Impervious Area.

"ERU" means equivalent stormwater residential unit," the standard unit to be used in calculating the stormwater burden expected to be generated by the impervious area of developed single family residential property, as such unit may from time to time be calculated from the median of all single family properties in the City after taking into consideration any mitigation of the stormwater burden that results from privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff.

"Effective ERU" means the total ERUs associated with a group of related condominium parcels shall be calculated by multiplying the imperviousness ratio factor by the gross number of ERUs for the entire group of related condominium parcels. To develop the "effective ERU" value for each condominium in the related condominium group the total "effective ERUs" shall be divided by the total number of condominium units.

"Final Stormwater Assessment Resolution" means the resolution described in Section 27-305 hereof, which shall confirm, modify or repeal the Initial Stormwater Assessment Resolution and which shall be the final proceeding for the imposition of a Stormwater Assessment.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Impervious Area" means hard surfaced areas which either prevent or severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas and other surfaces which similarly affect the natural infiltration or runoff patterns which existed prior to development.

"Initial Stormwater Assessment Resolution" means the resolution of this Article hereof, which shall be the initial proceeding for the imposition of the Stormwater Assessment.

"Ordinance" means this Stormwater Utility Ordinance.

"Property Appraiser" means the Broward County Property Appraiser.

"Resolution of Intent" means the resolution required by the Uniform Assessment Collection Act to express the City Commission's intent to collect Assessments on the ad valorem tax bill.

"Stormwater" means the flow of water which results from, and which occurs immediately following, a rainfall event.

"Stormwater Assessment" means an annual special assessment imposed upon each benefitted parcel within the City to fund Stormwater Management Services.

"Stormwater Assessment Roll" means the special assessment roll relating to Stormwater Assessments, approved by a Final Stormwater Assessment Resolution or an Annual Stormwater Assessment Resolution pursuant to Section 27-306.

"Stormwater Management Services" means (A) management and administration of the City's Stormwater management program; (B) Stormwater program engineering; (C) basin planning, including capital improvement plan development; (D) operating and maintaining the City's capital facilities for Stormwater management, including extraordinary maintenance; (E) billing and collection of Stormwater Assessments, including customer information services and reserves for available statutory payment discounts; and (F) legal, engineering and other consultant services. Notwithstanding the foregoing, "Stormwater Management Services" shall not include that portion of the cost to maintain the City's road drainage system that is attributable to the Stormwater burden generated by the Impervious Area of the roads.

"Stormwater Service Cost" means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to Stormwater Management Services provided within the City under generally accepted accounting principles, including, without limiting the generality of the foregoing, reimbursement to the City for any moneys advanced for Stormwater Management Services, and interest on any interfund or intrafund loan for such purpose.

"Stormwater Utility" means the entity established by this Article to implement the Stormwater management program of the City.

"Tax Collector" means the Broward County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of advalorem taxes.

"Tax-Exempt Institutional Property" means Government Property and other property that is used predominately or exclusively for educational, literary, scientific, religious, charitable or governmental purposes and is exempt from ad valorem taxation under Florida law.

"Tax parcel" means any parcel of property to which the Broward County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Sec. 27-301. Interpretation.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Sec. 27-302. Findings of Stormwater Utility.

It is hereby ascertained, determined and declared that:

- (1) Pursuant to Article VIII, section 2(b), Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the City Commission has all powers of local self- government to perform municipal functions and to render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.
- (2) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to Stormwater Assessments imposed to fund Stormwater management within the City.
- (3) The purpose of this Ordinance is to establish the Stormwater Utility and authorize the imposition of Stormwater Assessments to provide a dedicated funding source to improve Stormwater management within the City in a manner consistent with the City's comprehensive plan and applicable state and federal laws. The Stormwater Utility will address the quality and quantity of Stormwater runoff to surface and subsurface waters.
- (4) The Stormwater Assessments authorized by this Ordinance are consistent with the authority granted in Section 403.0893, Florida Statutes, which is additional authority and supplements the constitutional and statutory power of local government granted to a municipality.

- (5) The benefits provided by the Stormwater Utility to any property located within the City include, by way of example and not limitation, the provision of Stormwater management services and the availability and use of facilities or improvements by owners and occupants of to properly and safely detain, retain, convey or treat Stormwater discharged from their property, stabilization of or the increase of property values, increased safety and better access to properties in the City, improved appearance of properties in the City, rendering properties more adaptable to a current or reasonably foreseeable new and higher use, and
- (6) alleviation of the burdens caused by Stormwater runoff upon the City's stormwater system resulting from such property.
- (6) The benefits provided by the Stormwater Utility bear a logical relationship to the value, use and characteristics of each property located within the City.
- (7) The Stormwater Assessments authorized by this Article provide an equitable method of funding the Stormwater Service Cost by fairly and reasonably allocating the Stormwater Service Cost to each Property classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property (by individual parcel or any reasonable classification of parcels).
- (8) The Stormwater Assessments imposed pursuant to this Article are imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.
- (9) The City's stormwater utility is necessitated by historical changes to natural water flow paths as a result of construction of canals, roads and other capital projects that permit development of property within the City. The City's stormwater utility and identified capital improvement projects provide for the collection, storage, treatment, and conveyance of stormwater, which benefit all properties within the City.
- (10) The Stormwater assessments authorized in this Article are a reasonable, equitable and just method of funding the identified operations, administration and capital improvement project costs of the stormwater utility.

Sec. 27-302. Stormwater Utility Established.

- (a) There is hereby established a Stormwater Utility, which shall be the operational means of implementing the City's Stormwater management system. The Stormwater Utility shall place emphasis on achieving maximum economic efficiency through identifying programs and funding sources which are complementary to other regional state and federal programs. The City Manager shall be responsible for administration of the Stormwater Utility.
- (b) The Stormwater Utility shall provide Stormwater Management Services to the City. All or any portion of the Stormwater Service Cost may be funded from the proceeds of Stormwater Assessments.
- (c) The Stormwater Utility may also acquire and construct capital facilities for Stormwater management. The cost of such facilities may be funded from proceeds of the Stormwater assessments.

Sec. 27-303. Stormwater Utility Fund.

The City Commission intends to fund the cost of providing Stormwater Management Services through Stormwater Assessments. The City Commission has further determined that periodic determination of revenues earned and expenses incurred in connection with the provision of stormwater management services will enhance accountability and management control of the City's Stormwater management program and will facilitate implementation of the City Commission's funding policy for Stormwater management. Accordingly, there shall be established a Stormwater Utility Fund. From an accounting perspective, the Stormwater Utility Fund shall be established as a "special revenue fund."

Sec. 27-304. Stormwater Assessments Authorization.

The City Commission is hereby authorized to impose Stormwater Assessments against all properties located within the City to fund all or any portion of the Stormwater Service Cost in accordance with the burden the property places on the stormwater system.

(1) The Stormwater Service Cost shall be assessed against all parcels of property within the City at a rate of assessment based upon the special benefit accruing to such property from the City's provision of Stormwater Management Services, measured by the number of ERUs attributable to each parcel or classification of property. Notwithstanding the foregoing, if it is specifically determined by the City Commission that any property in the City receives a distinct special benefit from any component of the Stormwater Management Service that is materially different in kind or degree from the special benefit received by other portions of the City, the Stormwater Service Cost related to such component shall be assessed against the portion of the City receiving the distinct special benefit.

(2) Stormwater Assessments shall be payable annually and shall be computed as for each parcel of property as such parcel's share of all or any portion of the Stormwater Service Cost to be funded from proceeds of the Stormwater Assessment, based upon the number of ERUs attributable to such parcel. For commercial and residential condominium units, the Effective ERUs will be utilized.

(3) Where the data is insufficient to compute each parcel of property's share of all or any portion of the stormwater service cost to be funded from proceeds of the stormwater assessment. The use of averaging data for like kind parcels is permitted when calculated by a Professional Engineer retained by the City.

(4) In order that equitable assessment charges be applied to all eligible properties within the City, the City may administratively modify or adjust specific parcel ERU values to reflect the parcel-specific findings, whether recommended by a Professional Engineer or other consultant retained by the City, or in the event that adjustment to the assessment units is deemed to be necessary by the City while reviewing the assessment roll. ~~in order that equitable assessment charges be applied to all eligible properties within the City.~~

(5) The City may charge a site inspection fee for the purpose of verifying a parcel's eligibility for annual renewal of its mitigation credit. Optionally, allow the parcel owner to submit a signed and sealed statement of a Professional Engineer, demonstrating to the satisfaction of City Engineering staff, that the parcel's mitigation facility is operating in substantial compliance with its design criteria.

Sec. 27-305. Initial Stormwater Assessment Resolution.

The initial proceeding for imposition of a Stormwater Assessment shall be the City Commission's adoption of an Initial Stormwater Assessment Resolution (A) identifying, if applicable, that portion of the City to receive a materially higher level of service; (B) estimating the Stormwater Service Cost to be funded from proceeds of the Stormwater Assessments and, if applicable, the incremental Stormwater Service Cost associated with a higher level of service; (C) describing with specificity the method of determining the number of ERUs attributable to each parcel or classification of property (including any mitigation credit factors) to be utilized for the Stormwater Assessment; (D) describing the procedure for adjusting the number of ERUs attributable to a parcel of property; and (E) identifying the proposed method of collection.

Sec. 27-306. Stormwater Assessment Roll.

The City Manager shall prepare, or direct the preparation of, a preliminary Stormwater Assessment Roll for each Fiscal Year, which shall contain the following information:

- (1) a summary description of each parcel of property (conforming to the description contained on the Tax Roll) subject to the Stormwater Assessment;
- (2) the name of the owner of record of each parcel as shown on the tax roll;
- (3) the number of ERUs attributable to each parcel;
- (4) the proposed Stormwater Assessment for each ERU; and
- (5) the proposed Stormwater Assessment for each parcel.

(B) Copies of the Initial Stormwater Assessment Resolution and the preliminary Stormwater Assessment Roll shall be on file in the office of the Stormwater Utility and open to public inspection. The foregoing shall not be construed to require that the Stormwater Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of Property can be determined by use of a computer available to the public.

Sec. 27-307. Notice By Publication.

After filing the Stormwater Assessment Roll in the office of the Stormwater Utility, as required by Section 27-306 hereof, the City Manager shall publish once in a newspaper of general circulation within the City a notice stating that a public hearing of the City Commission will be held on a certain day and hour, not earlier than 20 calendar days from such publication, at which hearing the City Commission will receive written comments and hear testimony from all interested persons regarding adoption of the Final Stormwater Assessment Resolution and approval of the Stormwater Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

Sec. 27-308. Notice By Mail

In addition to the published notice required by section 27-307, the City Manager shall provide notice of the proposed Stormwater Assessment by first class mail to the owner of each parcel of Property subject to the Stormwater Assessment. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the hearing to each property owner at such address as is shown on the Tax Roll on the twentieth calendar day prior to the date of mailing. Notice shall be deemed

mailed upon delivery thereof to the possession of the U.S. Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Stormwater Assessment Roll nor release or discharge any obligation for the payment of an Stormwater Assessment imposed by the City Commission pursuant to this Ordinance.

Sec. 27-309. Final Stormwater Assessment Resolution.

At the time named in such notice, or such time to which an adjournment or continuance may be taken, the City Commission shall receive written objections and hear testimony of interested persons and may then, or at any subsequent meeting of the City Commission, adopt the Final Stormwater Assessment Resolution which shall (A) confirm, modify or repeal the Initial Stormwater Assessment Resolution with such amendments, if any, as may be deemed appropriate by the City Commission; (B) approve the Stormwater Assessment Roll, with such amendments as it deems just and right; and (C) determine the method of collection. The Stormwater Assessments so approved shall be in proportion to the special benefits received by the affected parcels as a result of the management of the Stormwater burden expected to be generated by the physical characteristics and use of the property (by individual parcel or any reasonable classification of parcels). All objections to adoption of the Final Stormwater Assessment Resolution shall be made in writing, and filed with the City Clerk at or before the time or adjourned time of such hearing.

Sec. 27-310. Annual Stormwater Assessment Resolution.

During its budget adoption process, the City Commission shall adopt an Annual Stormwater Assessment Resolution for each Fiscal Year following adoption of the Final Stormwater Assessment Resolution. The Final Stormwater Assessment Resolution shall constitute the Annual Stormwater Assessment Resolution for the initial Fiscal Year. The Annual Stormwater Assessment Resolution shall approve the Stormwater Assessment Roll for such Fiscal Year. The Stormwater Assessment Roll shall be prepared in accordance with the Initial Stormwater Assessment Resolution, as confirmed or amended by the Final Stormwater Assessment Resolution. If the proposed Stormwater Assessment for any parcel of Property exceeds the maximum amount established in the Final Stormwater Assessment Resolution or if a Stormwater Assessment is imposed against property not previously subject thereto, the City Commission shall provide notice to the owner of such property in accordance with Sections 27.307 and 27-308 hereof and conduct a public hearing prior to adoption of the Annual Stormwater Assessment Resolution. Failure to adopt an Annual Stormwater Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at anytime.

Sec. 27-311. Effect of Stormwater Assessment Resolutions.

The adoption of the Final Stormwater Assessment Resolution or Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission adoption of the Final Stormwater Assessment Resolution.

The Stormwater Assessments for each Fiscal Year shall be established upon adoption of the Annual Stormwater Assessment Resolution. The Stormwater Assessment Roll, as approved by the Annual Stormwater Assessment Resolution, shall be delivered to the Tax Collector, or such other official as the City Commission, by resolution, deems appropriate.

Sec. 27-312. Lien of Stormwater Assessments.

(A) Upon adoption of the Annual Stormwater Assessment Resolution for each Fiscal Year, Stormwater Assessments to be collected under the Uniform Assessment Collection Act shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Stormwater Assessment Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) Upon adoption of the Final Stormwater Assessment Resolution, Stormwater Assessments to be collected under the alternative method of collection provided in this Article shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Broward County, Florida.

Sec. 27-313. Revisions To Stormwater Assessments.

If any Stormwater Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the City Commission is satisfied that any such Stormwater Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Commission has failed to include any parcel on the Stormwater Assessment Roll that should have been so included, the City Commission may take all necessary steps to impose a new Stormwater Assessment against any such Property, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Stormwater Assessment is annulled, the City Commission may obtain and impose other Stormwater Assessments until a valid Stormwater Assessment is imposed.

Sec. 27-314. Procedural Irregularities.

Any irregularity in the proceedings in connection with the levy of any Stormwater Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Stormwater Assessment as finally approved shall be competent and sufficient evidence that such Stormwater Assessment was duly levied, that the Stormwater Assessment was duly made and adopted, and that all other proceedings adequate to such Stormwater Assessment were duly had, taken and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 27-314, any party

objecting to a Stormwater Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 27-315. Correction of Errors and Omissions.

- (A) No act of error or omission on the part of the City Commission, City Manager, Property Appraiser, Tax Collector, or their respective deputies, employees or designees, shall operate to release or discharge any obligation for payment of any Stormwater Assessment imposed by the City Commission under the provisions of this Ordinance.
- (B) The number of ERUs attributed to a parcel of Property may be corrected at any time by the City Manager. Any such correction which reduces a Stormwater Assessment shall be considered valid from the date on which the Stormwater Assessment was imposed and shall in no way affect the enforcement of the Stormwater Assessment imposed under the provisions of this Ordinance. Any such correction which increases a Stormwater Assessment or imposes an assessment on omitted Property shall first require notice to the affected owner in the manner described in this section, providing the date, time and place that the City Commission will consider confirming the correction and offering the owner an opportunity to be heard.
- (C) After the Stormwater Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications or corrections thereto shall be made in accordance with the procedures applicable to errors and insolvencies for ad valorem taxes.

Sec. 27-316. Method of Collection.

Unless directed otherwise by the City Commission, Stormwater Assessments (other than Stormwater Assessments imposed against Government Property) shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions thereof, including but not limited to (A) entering into a written agreement with the Property Appraiser and the Tax Collector for reimbursement of necessary expenses, and (B) adopting a Resolution of Intent after publishing weekly notice of such intent for four consecutive weeks preceding the hearing. The Resolution of Intent may be adopted either prior to or following the Initial Assessment Resolution; provided however, that the Resolution of Intent must be adopted prior to January 1 (or March 1 with consent of the Property Appraiser and Tax Collector) of the year in which the Stormwater Assessments are first collected on the ad valorem tax bill. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

Sec. 27-317. Alternative Method of Collection.

In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the Stormwater Assessment by any other method which is authorized by law or provided by this Section 27-317 as follows:

- (1) The city shall provide stormwater assessment bills by first class mail to the owner of each affected parcel of property, other than government property. The bill or accompanying explanatory material shall include a brief explanation of the stormwater assessment, a description of the W-Y ERU used to determine the amount of the stormwater assessment,

the number of W-Y ERUs attributed to the parcel, the total amount of the parcel's stormwater assessment for the appropriate period, the location at which payment will be accepted, and the date on which the stormwater assessment is due, and a statement that the stormwater assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non ad valorem assessments.

Sec. 27-318. Responsibility for Enforcement.

The City and its agent, if any, shall maintain the duty to enforce the prompt collection of Stormwater Assessments by the means provided herein. The duties related to collection of Stormwater Assessments may be enforced at the suit of any holder of Obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 27-319. Alternative Method.

This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

Sec. 27-319. Use of Stormwater Assessments.

The proceeds of any stormwater assessment imposed pursuant to this article may be used for the following purposes to fund the cost of capital improvement projects for the stormwater utility, including but not limited to the cost of financing, engineering and permitting such capital improvement projects to enforce the payment of any delinquent stormwater assessments to impose a charge for stormwater utility services on those properties in the City and for any other lawful purpose.

Sec. 27-320. Issuance of bonds, certificates of indebtedness or other obligations.

(1) Subject to applicable law, the City Commission is authorized to provide by resolution for the issuance, sale and future refunding of bonds, certificates of indebtedness, loans or other instruments or obligations (collectively referred to as “obligations”) for the provision of capital improvement projects to be secured by the proceed of such obligations, including investment earnings, stormwater assessments, special assessments and any other legally available non-a valorem revenue pledged to secure the obligations in the authorizing resolution (such securities referred to collectively as “pledged revenues”). Such resolutions may include terms including both fixed and variable interest rates, covenants and conditions and establish such funds as the City Commission deems appropriate.

(2) In issuing obligations under this article, it shall be lawful for the Cit to include more than one capital improvement project or purpose in the resolution authorizing the issuance of the obligations. The proceed of any obligations issued by the City to finance to cost of any capital improvement project may be used to pay all costs directly or indirectly related to the provisions of the capital improvement project or projects, unless limited by the resolution authorizing the

obligations.

(3) Any obligation issued under this section shall not be deemed to constitute a pledge of the full faith and credit of the City, but the obligations shall be payable only from the pledged revenues in the manner provided by the resolution authorizing the obligations. The issuance of obligations shall not directly or indirectly obligate the City to levy or to pledge any for of ad valorem taxation.

* * *

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. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

SPACE INTENTIONALLY LEFT BLANK

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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 of Dania Beach City Attorney Memorandum

DATE: 6/25/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Ordinance amending Chapter 13, "Health And Sanitation" as to the definition of nuisance.

Request:

To adopt on second reading the ordinance amending Chapter 13, "Health And Sanitation" as to the definition of Nuisance.

Background:

The City of Dania Beach seeks to update its code to modify the definition of nuisance to include examples of common nuisances in the City. Some residents have complained that they are not on notice of specific reason that their property was cited as a nuisance. In order to facilitate transparency and to enhance our code, staff recommends an edit to the nuisance definition to provide further examples of what is a nuisance so that the public is aware of the common issues in the community.

The edits are documented below:

Nuisance. Any one or a combination of the following:

1. Any attractive nuisance, such as building site, pool, body of water or other place which may prove detrimental to health or safety, especially to children; including but not limited to stagnant water, and green pools, which can cause an insect infestation hazard and noxious odors); rodents, vermin, wild animals or snakes; may become a breeding place for mosquitoes, bed bugs, cockroaches; may pose a fire hazard; may threaten or endanger the public health and welfare; may reasonably cause disease; or may adversely affect and impair the economic welfare of any adjacent property. The term stagnant water does not include the casual accumulation of rainwater after a heavy storm which normally is gone within 72 hours.
2. Any physical condition dangerous to human life or property, or detrimental to health or property values, or which tends to degrade the appearance of a neighborhood and, may include but not be limited to the following situations: ripped tarps covering roof without timely repairs, noxious odors, and mold/black substance on walls.
3. Any condition relating to private or public property which impedes the free passage of persons on a public or public sidewalk, or which impedes ingress to or egress from

- property or which impedes passage of vehicles on a public right-of-way or street.
4. Any fire hazard.
 5. Storage of any item or items exposed to public view not otherwise permitted by law, including but not limited to vehicle(s) stored on jacks.
 6. Property in an overgrown condition, trash and debris left on the right-of-way, swale or property; property not properly maintained or both.
 7. Any public nuisance known or recognized as such at common law or in equity jurisprudence or as provided by statute, administrative rule, or ordinance of the city, including this chapter.
 8. Abandoned and/or vacant real property, which is unmaintained or unsecured, is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, safety and welfare of the residents of the City.
 9. Any accumulation of rubbish, trash, refuse, junk, and other abandoned materials, metals, lumber, or other things, which based upon the facts and circumstances of the accumulation has become a public nuisance.
 10. Any condition which may prove detrimental to the health and safety of children, whether on an improved or unimproved lot, tract or parcel of land including but not limited to abandoned wells, shafts, excavations, abandoned appliances, abandoned or inoperable motor vehicles, and any structurally unsound fences or structure, lumber, trash debris, or vegetation such as poison ivy, oak, or sumac, which may prove a hazard for inquisitive minors.
 11. The carcasses of animals or fowl not disposed of within a reasonable time after death.
 12. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, industrial wastes, or other substances.
 13. Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

After first reading one edit was made to include subsection (14), to indicate that there may be more specific code sections that would apply. That the nuisance code provision is not meant to cover those more specific code sections. The language of subsection (14) is listed below:

1. These nuisance regulations do not supersede more specific ordinances adopted for other code violations.

Budgetary Impact

N/A

Recommendation

That the City Commission adopt the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13 ENTITLED “HEALTH AND SANITATION”, AT SECTION 13-21 ENTITLED “DEFINITIONS” TO PROVIDE FURTHER CLARITY TO THE DEFINITION OF NUISANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the Land Development Code in order to provide for further clarification of the nuisance definition based upon standard reasons for using the nuisance sections of the City’s Code; and

WHEREAS, it is for the benefit of the health, safety and welfare of the residents and also to ensure due process notice on nuisance violations

WHEREAS, the City desires to modify Chapter 13 of the City Code to update the definition of nuisance.

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 13, entitled “Health and Sanitation” of the City’s Code of Ordinances at Section 13-21, entitled “Definitions be amended to read as follows:

CHAPTER 13

HEALTH AND SANITATION

13-21 – Definitions.

- a) Accumulation. Any one (1) or more articles of litter.
- b) Garbage. Every accumulation of animal, fruit, or vegetable matter that results from the preparation, use, handling cooking, processing, serving or storage of meats, fish fowl, fruits, vegetables or other organic matter, which is subject to decomposition, decay, rot putrefaction or the generation of noxious or offensive gases or odors, or which during or after decay, may served as breeding or feeding materials for flies, other insects or animals.
- c) Improved property. Any real property with a structure or building located on it.
- d) Litter. Any materials, including but not limited to garbage, rubbish, trash, refuse, including cans, bottles, boxes, containers, materials, tools, machinery, furniture, wood, motor vehicle or motor vehicle parts, vessel, aircraft, farm machinery or equipment, sludge from a waste treatment

facility, water supply treatment plan, or air pollution control facility or substance in any form resulting from any domestic, industrial, commercial uses, mining or governmental operations.

e) Owner or occupant. Any owner or lessee of any lot tract, or other parcel of land in the city.

f) Person, Any individual, firm, sole proprietorship, partnership, corporation, unincorporated association or other entity

g) Stagnant water. Any body of water, natural or man-made, which lacks flow, or which is a breeding ground or feeding area for mosquitoes, rodents, snakes, or any species of insect or animal, or which constitutes a habitat for disease-bearing organisms, or which is a host for algae or other growth indicative of water that is not disinfected.

h) Swimming pool. Any structure having a depth at any point of more than (2) feet, intended for the collection of water for the purpose of immersion or partial immersion in it of human beings.

i) Trash. Abandoned vegetative material from landscaping, maintenance or land-clearing operations, tree and shrub trimmings, grass clippings, palm fronds, tree stumps and similar materials as well as construction debris including but not limited to, abandoned material from construction operations.

j) Untended vegetation. Grass, weeds, or underbrush in excess of eight (8) inches in height from the ground, vines or other vegetation. The term does not include protected types of vegetation, such as mangroves and green buttonwood that may exist or have been planted to serve as a buffer for any use from any roadway or any adjacent land use, or which may exist or which is planted along any canal bank; provided, however, that maintenance of such vegetation must otherwise comply with all applicable City ordinances.

k) Discolored or discoloration. The description of the appearance of any existing wall surface, including any perimeter wall, fence, or roof in which the colors are different because the surface is bleached, faded, soiled, stained, or streaked and vary from the color of the wall, fence, or roof surface, due to weather, fading, vandalism or other cause.

l) Good condition. A feature of a building or structure that comports with its originally intended and constructed function, appearance, and state.

m) Good repair. Any repair made to property which is consistent with, and ensures, that a feature of a building or structure is serving its originally intended function, which repair was executed in a workmanlike manner.

n) Nuisance. Any one or a combination of the following:

(1) Any attractive nuisance, such as building site, pool, body of water or other place which may prove detrimental to health or safety, especially to children; including but not limited to stagnant water, and green pools, which can cause an insect infestation hazard and noxious odors); rodents, vermin, wild animals or snakes; may become a breeding place for mosquitoes, bed bugs, cockroaches; may pose a fire hazard; may threaten or endanger the public health and welfare; may reasonably cause disease; or may adversely affect and impair the economic welfare of any adjacent property. The term stagnant water does not include the casual accumulation of rainwater after a heavy storm which normally is gone within 72 hours.

(2) Any physical condition dangerous to human life or property, or detrimental to health or property values, or which tends to degrade the appearance of a neighborhood and,

may include but not be limited to the following situations: ripped tarps covering roof without timely repairs, noxious odors, and mold/black substance on walls.

(3) Any condition relating to private or public property which impedes the free passage of persons on a public or public sidewalk, or which impedes ingress to or egress from property or which impedes passage of vehicles on a public right-of-way or street.

(4) Any fire hazard.

(5) Storage of any item or items exposed to public view not otherwise permitted by law, including but not limited to vehicle(s) stored on jacks.

(6) Property in an overgrown condition, trash and debris left on the right-of-way, swale or property; property not properly maintained or both.

(7) Any public nuisance known or recognized as such at common law or in equity jurisprudence or as provided by statute, administrative rule, or ordinance of the city, including this chapter.

(8) Abandoned and/or vacant real property, which is unmaintained or unsecured, is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, safety and welfare of the residents of the City.

(9) Any accumulation of rubbish, trash, refuse, junk, and other abandoned materials, metals, lumber, or other things, which based upon the facts and circumstances of the accumulation has become a public nuisance.

(10) Any condition which may prove detrimental to the health and safety of children, whether on an improved or unimproved lot, tract or parcel of land including but not limited to abandoned wells, shafts, excavations, abandoned appliances, abandoned or inoperable motor vehicles, and any structurally unsound fences or structure, lumber, trash debris, or vegetation such as poison ivy, oak, or sumac, which may prove a hazard for inquisitive minors.

(11) The carcasses of animals or fowl not disposed of within a reasonable time after death.

(12) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, industrial wastes, or other substances.

(13) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

(14) These nuisance regulations do not supersede more specific ordinances adopted for other code violations.

* * *

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. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 6/25/2024

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

SUBJECT: PA-018-24: The applicant, First Dania Beach LLC, is requesting approval for the on-site public art installation at 101 Dania Apartments Phase I and II located at 101 Monroe Udell Street and 46 SW 1st Avenue.

Request:

Approval for on-site public art installation at 101 Dania Apartments Phase I and II.

Background:

In 2021, the City Ordinance 2019-025 established a public art program to enhance the quality of life in the City of Dania Beach through artistic opportunities that contribute to the City's aesthetic character, and to unite the community through shared cultural experiences including the collection and exhibition of high-quality art that reflects diverse styles. The ordinance established public art requirements for new development and redevelopment in non-residential, mixed-use, and multi-family zoning districts for projects valued at more than one million dollars (\$1,000,000.00) and provides for a fee for the creation, acquisition, and installation of public art for the City, as defined in Section 811-20 of Chapter 28 of the Land Development Code. Article 811 entitled Public Art Program.

The applicant has submitted an on-site public art installation proposal for 101 Dania Apartments Phase I and II by the artist Lorenzo Quinn, an international professional public artist. The public art sculpture will be part of the City of Dania Beach's Public Art Collection. The maintenance and conservation of the proposed sculpture will be provided by the developer.

On May 20, 2024, the Public Art Advisory Board recommended approval of this item to the City Commission by a vote of 5-0.

Budgetary Impact

Payment to the Public Art Fund.

Recommendation

Staff recommends the City Commission to approve the on-site public art installation for 101

Dania Apartments Phase I and II located at 101 Monroe Udel Street and 46 SW 1st Avenue.

Community Development staff is recommending approval of the art piece into the City Public Art Collection.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE PUBLIC ART INSTALLATION REQUEST MADE BY THE PROPERTY OWNER FIRST DANIA BEACH LLC FOR 101 DANIA APARTMENTS, TO BE LOCATED AT 101 SW 1ST AVENUE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Public Art Plan and the Code of Ordinances of the City of Dania Beach, Chapter 28, Article 811 entitled Public Art Program, Section 811-30(D) identifies the duties of the Public Art Advisory Board to include review and recommendation of public art to the City Commission; and

WHEREAS, the Public Art Advisory Board met on May 20, 2024, and recommended approval of the proposed public art sculpture to be located at 101 Monroe Udell Street and 46 SW 1st Avenue, which was prepared by the artist known as Lorenzo Quinn; and

WHEREAS, the City's Public Art Plan and the Code of Ordinances of the City of Dania Beach, Chapter 28, Article 811 entitled Public Art Program, Section 811-30(D) requires City Commission approval of public art, therefore this public art installation proposal requires City Commission approval; and

WHEREAS, the property owner will be required to enter into an agreement with the City confirming that the public art installed on the property shall remain and be maintained and shall be binding upon Owner and its successors and assigns, which Agreement is attached as Exhibit "A" and 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 above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the proper City officials to execute an on-site Public Art Maintenance Agreement with the property owner for the installation of the Lorenzo Quinn's sculpture at the property located at 101 Monroe Udell Street and 46 SW 1st Avenue, as identified in Exhibit "B".

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 _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

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

ART MAINTENANCE AGREEMENT

THIS ART MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of June 25, 2024, by and between FIRST DANIA BEACH, LLC, (the "**Owner**") and the CITY OF DANIA BEACH, a Florida municipal corporation (the "City").

WHEREAS, the undersigned are the respective owners of fee simple title to certain lands in Dania Beach, Florida (the "City"), bearing the address of 101 Monroe Udell Street and 46 SW 1st Avenue, and folio of 5042-3401-3620 and 5042-3401-3170, and as legally described in Exhibits "A" (the "Dania 1010 Apartments, Phase I and II Property"); and

WHEREAS, First DANIA BEACH, LLC, a Florida limited liability company ("Owner"), is fee simple owner of the Property on which a project known as the "Dania 101 Apartment, Phase I and II" has been or will be constructed; and

WHEREAS, it has been determined that the Property is required to comply with the requirements of the City's Public Art on Private Development, as set forth in Article 811, entitled "Public Art Program", of the City's Land Development Code (LDC), at Sections 811-10 through 811-120, of the LDC.

WHEREAS, Owner may wish to convey the Properties and or portions thereof from time to time, or may wish to develop same in phases or stages, or may wish to offer units as condominiums and are therefore executing this instrument to assure the City that such development will be in compliance with the LDRs when so developed and at all times thereafter;

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby freely, voluntarily and without duress Agreement and agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Binding.** The agreement hereunder on the part of Owner shall remain in full force and effect and be binding upon the successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.

3. **Scope of Maintenance.** Owner agrees and Agreements the art incorporated into development project, as identified in **Exhibit A** shall be vested in the property owner who shall retain title to the art. The Owner shall retain title to the subject art and shall provide proof of insurance in the amount of the appraised value of the art. If the property is sold, the seller shall either include restrictions in the deed that require maintenance and insurance of the art and prevent its removal from the property or remove the art and make a contribution to the fund in an amount equal to the amount of the in-lieu public art fee which would have initially been required based on the project cost. If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the art, the subsequent owner shall maintain the art in accordance with the deed restriction, applicable law and other established guidelines. The art shall not be altered, modified, relocated or removed other than as provided herein without the prior approval of the City Commission. A mural placed on a private structure becomes the responsibility of the building/property owner. As such, the Owner is responsible for periodically monitoring the condition of the mural, facilitating its care and maintenance, and assuming any costs associated with maintenance, repair, and/or removal.

Murals not maintained properly may be subject to code compliance penalties and removal. If a mural needs repair, the best practice is for the Owner to contact the artist to make the repairs. Owner shall retain title to the subject art and will be required to maintain the art in good condition in the approved location, as required by this declaration of restrictive Agreements. The art in this declaration is a mural and shall be: (1) visually accessible to the public; (2) constructed of materials that ensure mural longevity and durability; (3) painted on a surface and structure that is stable and ready for painting; (4) compliant with the City standards of artistic quality and suitability for the neighborhood; (5) shall not impede public access; (6) use an approved graffiti/UV coating on the finished mural that provides resistance to vandalism and weather; (7) provide a copy of a signed agreement in which the building owner commits to keep the mural unchanged and in good condition for a minimum of five (5) years for permanent murals. And, (8) during construction or maintenance, if the safety plan submitted is not being adhered to, and the City has identified a safety risk to either the artist and/or the public, the City has the right to stop work until such time that safety issues or concerns are addressed by the artist.

4. **City Acknowledgement of Changes.** Should this Agreement be so released, amended, terminated or modified in accordance with paragraph 3 hereof, the Planning Director, or his or her successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

5. **Enforcement.** Enforcement shall be by action against any parties or persons violating or attempting to violate any of these Agreements. The prevailing party in any action or suit arising out of or pertaining to this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of its attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.

6. **Invalidation.** Invalidation of any one of these Agreements, by judgment of Court, in no wise shall affect any of the other provisions, which shall remain in full force and effect.

7. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

8. **Ownership Changes.** The Owner acknowledge and agree that the Owner may at some point intend to convert the Property to the condominium form of ownership. Effective on the date that the Owner converts the Property to the condominium form of ownership, any time that this Agreement is to be amended, modified, consented to, terminated, or otherwise changed in such a way that requires the written agreement of the parties hereto, the instrument of amendment, modification, termination, consent or change shall be executed by the condominium association that is formed at the time the Property is converted to the condominium form of ownership alone, and such instrument shall not require the signature or joinder of any individual condominium unit owners or their mortgagees.

10. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail return receipt requested, postage paid to the address set in this paragraph, or such other address as a party may designate on notice to the other.

City:

Ana M. Garcia, ICMA-CM
City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to:

Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Owner:

First Dania Beach, LLC
3323 Northeast 163 Street PH-704
North Miami Beach, Florida 33160

11. **Exhibits.** All of the Exhibits attached to this Agreement are incorporated in and made a part of this Restrictive Agreement.
12. **Form of Document.** The provisions of this Agreement do not imply obligations on the part of the Owner other than the requirements to provide notice as specifically set forth herein.
13. **Inspections.** As a further part of this agreement, it is hereby understood and agreed that any official inspector of the City of Dania Beach, or its agents duly authorized, may have the privilege at any reasonable time of entering and investigating the (use/ condition/ etc.) of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
14. **Duration.** The provisions of this instrument shall become effective upon their recordation in the public records of Broward County, Florida, and shall continue in effect for a period of five (5) years after the date of such recordation.
15. **Enforcement.** Enforcement shall be by action against any parties or persons violating or attempting to violate any Agreements. The prevailing party to any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
16. **Severability.** Invalidation of any of provision in this Restrictive Agreement by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
17. **Cumulative rights.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
18. **Amendments.** This Agreement may not be amended or modified except by written instrument executed by all of the then fee owner(s) of the Property and the City Commission; provided however, that amendments or modifications to correct an exhibit may be executed by the then fee owner(s) and City Manager of Grantee without necessitation review and approval by the City Commission. Modifications or amendments shall be recorded in the Public Records of Broward County, Florida.
19. **Termination.** Termination of this restrictive Agreement may only be accomplished through an action of the City Commission, consistent with the City's Code of Ordinance.

20. **Entire Agreement.** This restrictive Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto.
21. **Captions.** The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Restrictive Agreement, nor the intent of any provision hereof.
22. **Counterparts.** This Restrictive Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Restrictive Agreement.
23. **Waiver.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom is its asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.
25. **Assignment and Binding Effect.** This Agreement and the rights, duties, obligations and privileges of the parties herein are assignable with the prior written consent of the City and Owner. Any assignment of this Agreement shall be recorded amongst the public records of Broward County, Florida. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
26. **Parties to Agreement.** This is an agreement solely between the City and Owner. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than the successors or assigns of the City or Owner.
27. **Recordation.** This Agreement shall be recorded in the Public Records of Broward County, Florida and Owner shall pay the cost of recording.

[SIGNATURES ON FOLLOWING PAGES]

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

OWNER:

First Dania Beach, LLC
a Florida limited liability company

SIGNATURE

PRINT Name

Title

Date: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024 by _____, of First Dania Beach, LL a Florida limited liability company. He or she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

EXHIBIT “A”

Legal Description

Folio No. 5042-3401-3620: TOWN OF MODELO (DANIA) B-49 D LOT 1, 2, 4 BLK 26

Folio No. 5042-3401-3170: TOWN OF MODELLO (DANIA) B-49 D LOT 17, 18, 19 BLK 21





City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3792

Public Art on Private Development Application

MAR 28 2024

Date Rec'd: _____

Petition No.: _____

PA-018-24

Applicant Name: First Dania Beach LLC

Phone: 954-325-3886

Email: permits@apollocompanies.com

Address: 2875 NE 191 Street, PH #4, Aventura FL 33180

Proposed Art: Hands sculpture holding the bridge between the 2 towers.

Address of proposed location: 101 SW 1st street, Dania Beach FL 33004

Property Owner Name: First Dania Beach LLC

Type of Art (i.e., sculpture, integrated, functional, etc.): Sculpture

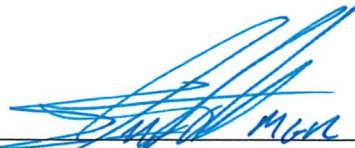
Submittal Checklist (the following documentation must be included)

- Site plan showing the location of the proposed artwork and a narrative statement demonstrating that the artwork will be displayed in a public place.
- Conceptual artwork design proposal, including dimensions, orientation of artwork within the site, materials, and budget for the artwork.
- Appraised value of pre-existing artwork as determined by a licensed appraiser.
- Written description of proposed public art including the artist's narrative
- Artist's biography or resume
- Implementation timeline
- Maintenance and conservation plan for the artwork and a statement from the owner they will be responsible for maintenance and conservation.

I certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I consent to the City of Dania Beach, FL to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

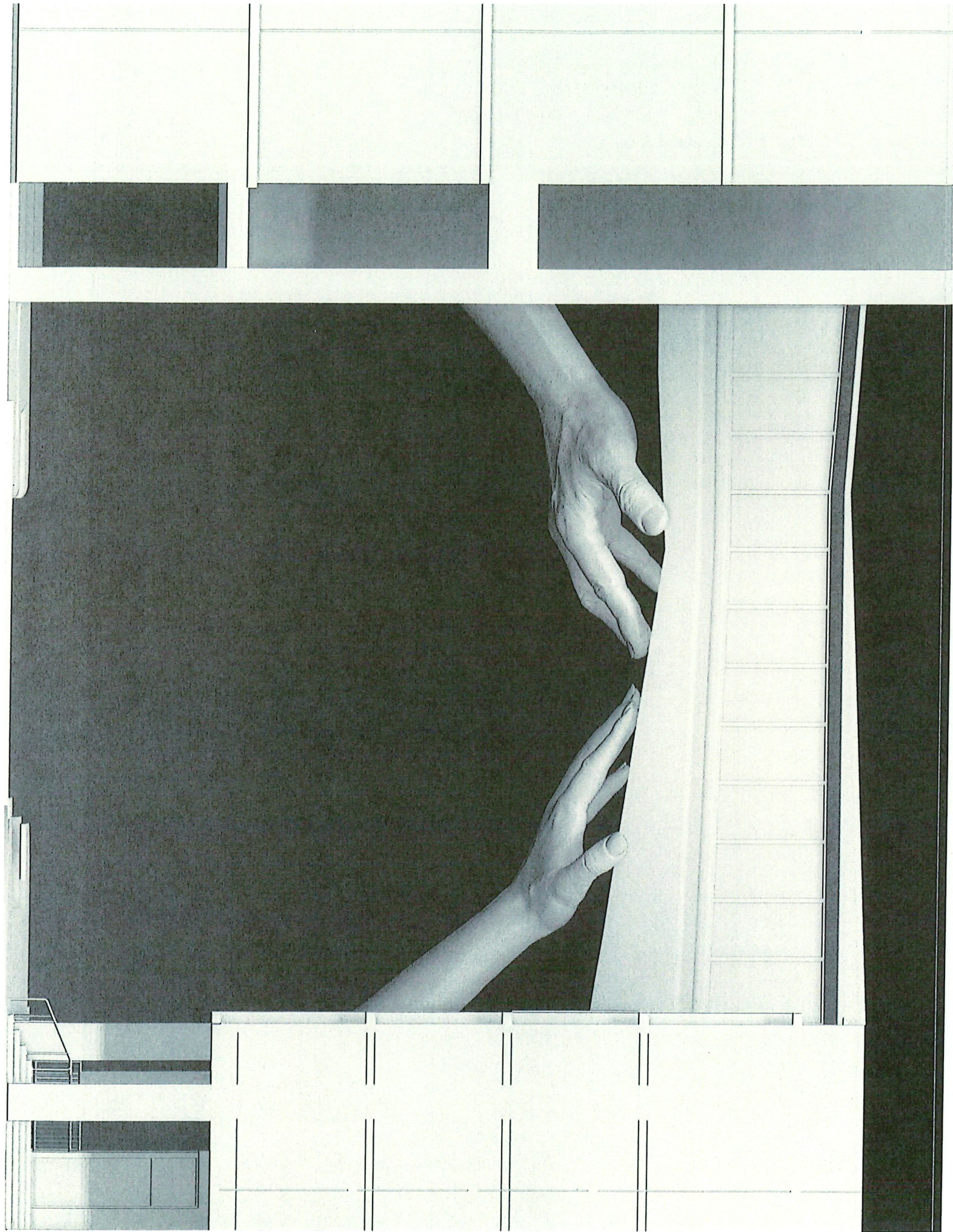
Edward Abbo Manager for First Dania Beach LLC

(Name - type, stamp or print clearly)

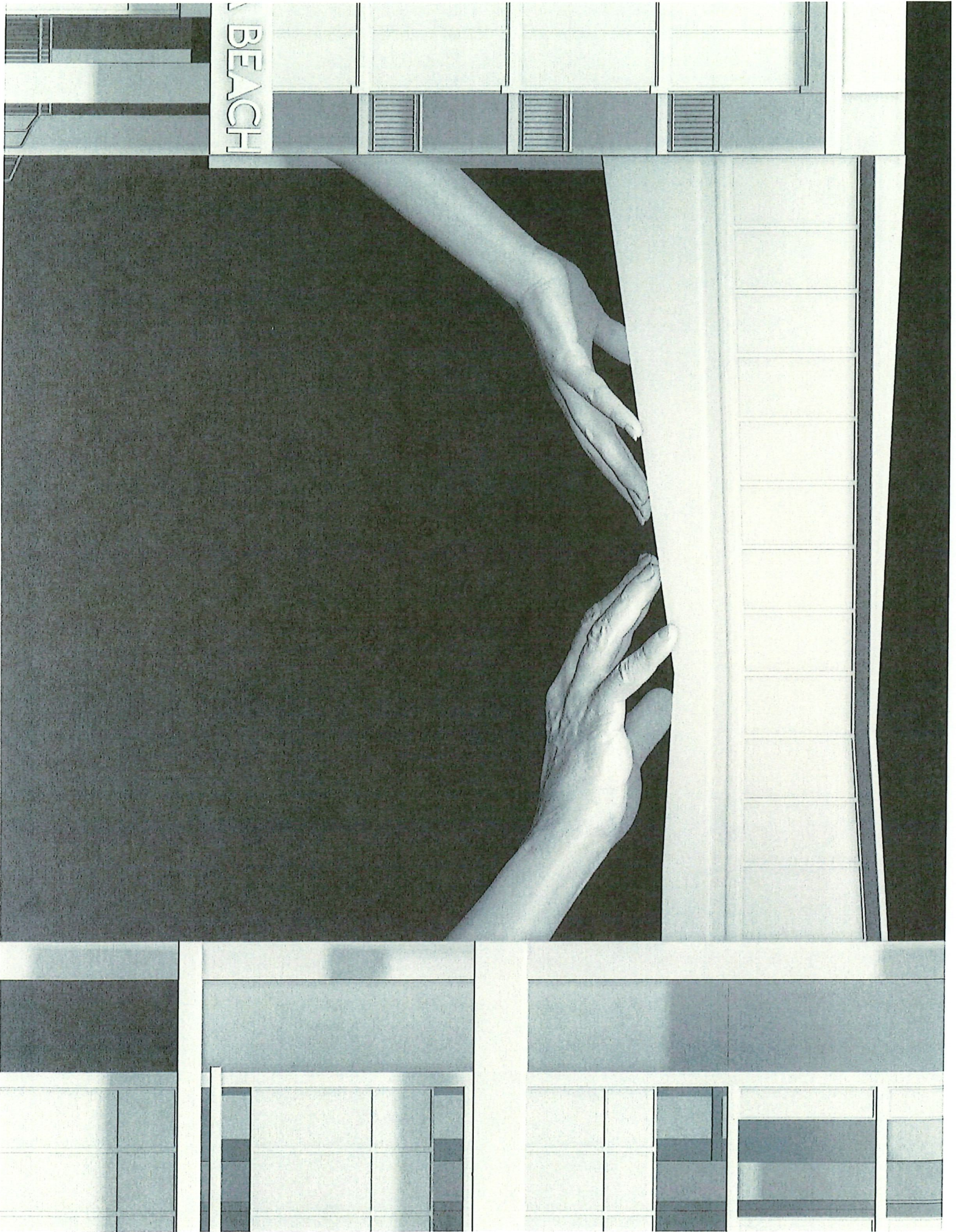

(Signature) Manager for First Dania Beach LLC







BEACH



A photograph of a man in a workshop. The man, Lorenzo Quinn, is standing and holding a hammer. He is wearing a grey long-sleeved shirt, dark trousers, and brown boots. In the foreground, there is a large, dark bronze sculpture of a person's head and shoulders. The background is a workshop filled with various tools, materials, and equipment. The text "LORENZO QUINN" is written in large, white, bold letters, and "ART WORK PRESENTATION" is written in smaller, white, bold letters below it.

LORENZO QUINN

ART WORK PRESENTATION



LORENZO QUINN

Italian, b. 1966

Contemporary artist known for his figurative sculptures.

Son of Mexican-American actor Anthony Quinn and Iolanda Addolori, Quinn lived throughout the years between Italy and the United States. Initially interested in Surrealist painting, he studied at the American Academy of Fine Arts in New York. At the age of 21, Quinn decided that his future was in sculpture, an art in which could fully embody his energy and originality.

His sculptural work often depicts human emotions such as love and faith, both on a monumental and intimate scale. His works are often inspired by artists such as Michelangelo, Bernini and Rodin. Lorenzo has exhibited his work in several countries of the world and his most monumental and public works, as well as his smallest and most intimate pieces, convey his passion for imperishable values and authentic emotions.

The artist is especially known for his expressive sculptural representations of human hands. Quinn's work is part of numerous collections, and over the past thirty years has been included in exhibitions globally. His public sculptures have been exhibited worldwide including *Support*, presented during the Venice Biennale 2017; *Together*, at Giza, the pyramids in Egypt and Cannes Festival 2021; *Baby 3.0* at Palazzo Ca'Corner and *The Greatest Goal* as the inauguration masterpiece of Hyundai FIFA World Cup Qatar 2022.

Building Bridges presented during the 2019 Venice Biennale has become an icon at the end of the Arsénale walk and symbolizes the six universal values of humanity, friendship, faith, help, love, hope and wisdom. Amongst his other commissions include *The Tree of Life*, created for the United Nations; *Empowerment*, for The Duke of Edinburgh's International Award, that offers young people new opportunities, and thus empowering them to grow and feel their worth; and *Rising through Education*, representing the power of knowledge and claiming its access to all generations and nationalities.





City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Installing Public Art on Private Development

The City's Public Art impact fee applies to all new developments in the City of Dania Beach with a cost of construction over \$1M per City Code of Ordinances, Part 8, Article 811 Public Art.

1. At time of building permit a developer may choose from two options:

- Option 1: Contribute to the City's Public Art Fund (no further action required)
or
Option 2: Request to install Public Art on site during construction.

2. If the developer chooses option 2, he will pay required Public Art impact fee at time of permit issuance and the City will place one-half (1/2) of the money into an escrow account to be returned to the developer upon installation and acceptance of art piece.
3. The developer will submit a Public Art application to the Community Development Department with proof of the Public Art impact fee escrow payment for review.
4. Staff will review applications and prepare an agenda item to present to the City's Public Art Advisory Board for recommendation to the City Commission.
(Public Art Advisory Board meeting are held the 3rd Monday of each month)
5. After the Public Art Advisory Board provides their recommendation, staff will prepare an agenda item to present to the City Commission for final approval.
(City Commission meetings are held the 2nd & 4th Tuesday of every month)
6. If City Commission approves the art piece to be installed on-site, the developer may proceed with the art fabrication and installation.
7. Once the art piece is installed, the developer will request from the Community Development Department to be reimbursed the money that was placed in escrow as part of the building permit fees.
8. Staff prepares a check request to finance to issue reimbursement of money for the developer prior to receiving Certificate of Completion for the development project.
9. Art piece is incorporated into the City's Public Art Archive.

WILLIAM BARBOSA ARTIST.

LORENZO QUEEN ARTIST.



3/29/2024

Proposal for Public Art Installation

Building Bridges @ 101 Dania Beach by World renowned artist Lorenzo Quinn will be located at the Bridge between Phase I and Phase II of the new 101 Dania Beach Apartments.

The proposed artwork by artist Lorenzo Quinn will be displayed at the bridge connecting the newly constructed buildings, serving as a focal point that enhances the aesthetic and cultural significance of the surrounding area. The location offers high visibility and foot traffic, creating an opportunity for the artwork to engage with a diverse audience and contribute to the sense of community within the Arts and Entertainment District.

Each hand, when constructed, will be approximately 30' x 15' in addition to the arms rising from the towers at approximately 22' in height. With a budget in excess of \$1.1 million dollars, the art in public places not only enables the commissioning of a large-scale and crafted sculpture but also facilitates the exploration of innovative techniques and materials, promising to deliver a truly remarkable and unforgettable artistic masterpiece within the City of Dania Beach.

The proposed public art piece by Lorenzo Quinn is a dynamic sculpture that celebrates the synergy between architecture and artistic expression. Drawing inspiration from the surrounding urban landscape, the artwork reflects connectivity, movement, and transformation. Through its innovative design and thoughtful integration into the bridge structure, the artwork invites viewers to contemplate the intersection of art, design, and community.

Lorenzo Quinn's practice is rooted in a deep appreciation for the power of public art to enhance and brighten shared spaces. With a background in sculpture and design, Quinn brings a unique perspective to each project, combining artistic vision with technical expertise to create impactful works that resonate with audiences of all backgrounds.

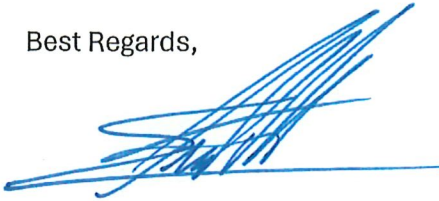
The timeline for the fabrication and installation will be constructed simultaneous to Phase II of the development. Logistics such as installation will be carefully scheduled with the city and our onsite team.

Ownership has developed a plan for maintaining insurance, routine cleaning and maintenance tasks that will be carried out to preserve the appearance and integrity of the sculpture. This will include washing, polishing, applying protective coatings, and removing debris over the long-term. This comprehensive maintenance and conservation plan demonstrates ownerships commitment to preserving the sculpture for future generations to enjoy.

We are very excited to incorporate this timeless artwork into the City of Dania Beach and participate in the community events through an activated city block with art filled sights. We look forward to working closely with the city as an active participant in city-sponsored events and festivals including Dania After Dark events.

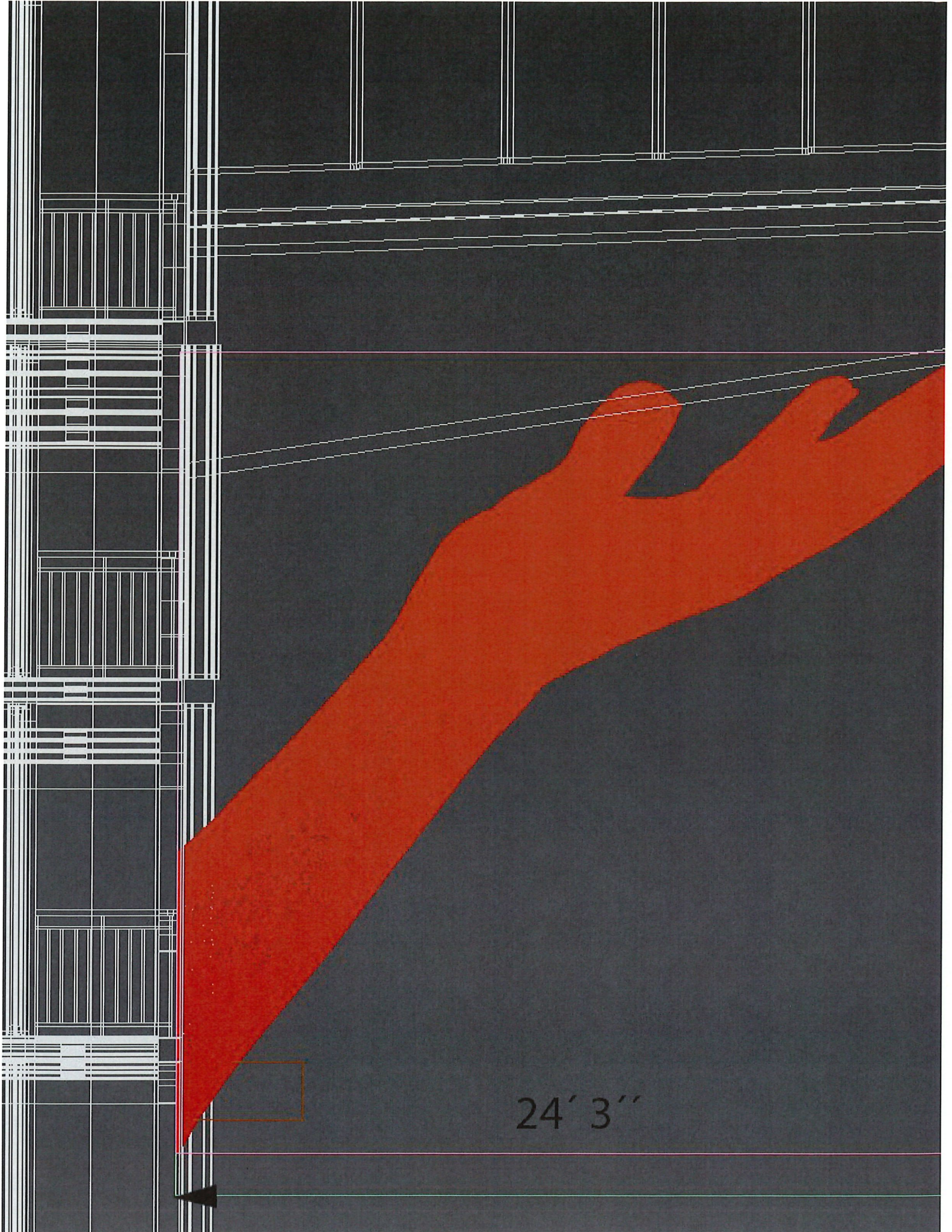
For all the aforementioned reasons, we respectfully request your favorable review and support of this application. Thank you in advance for your consideration regarding this application.

Best Regards,

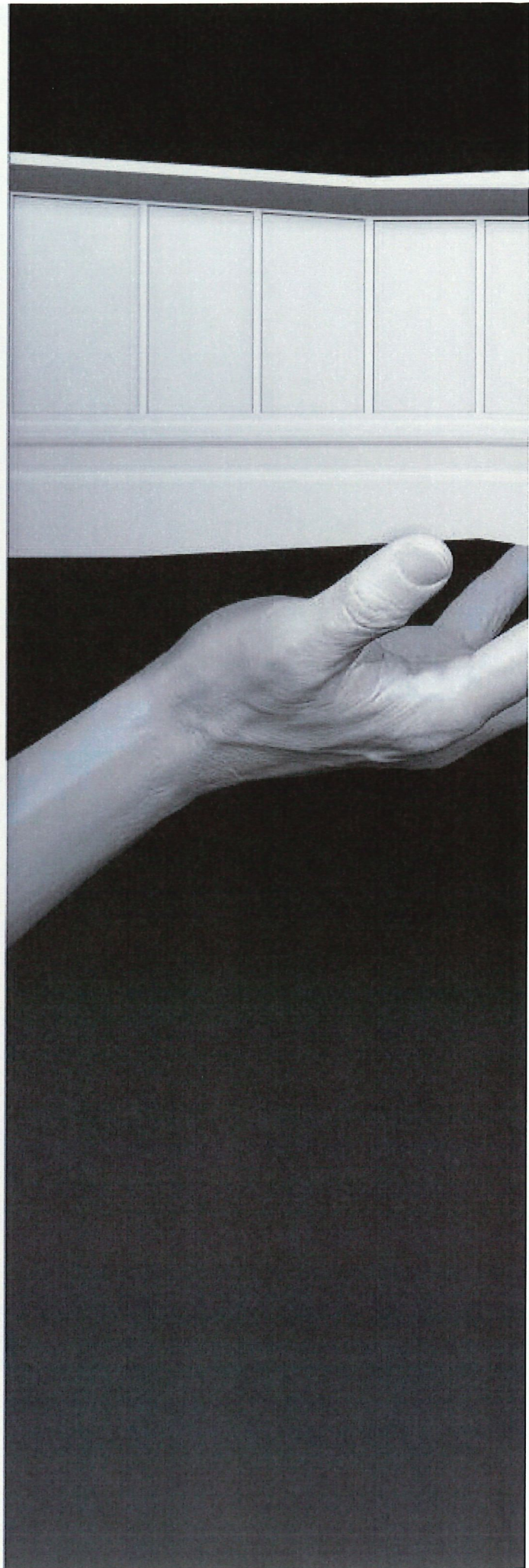
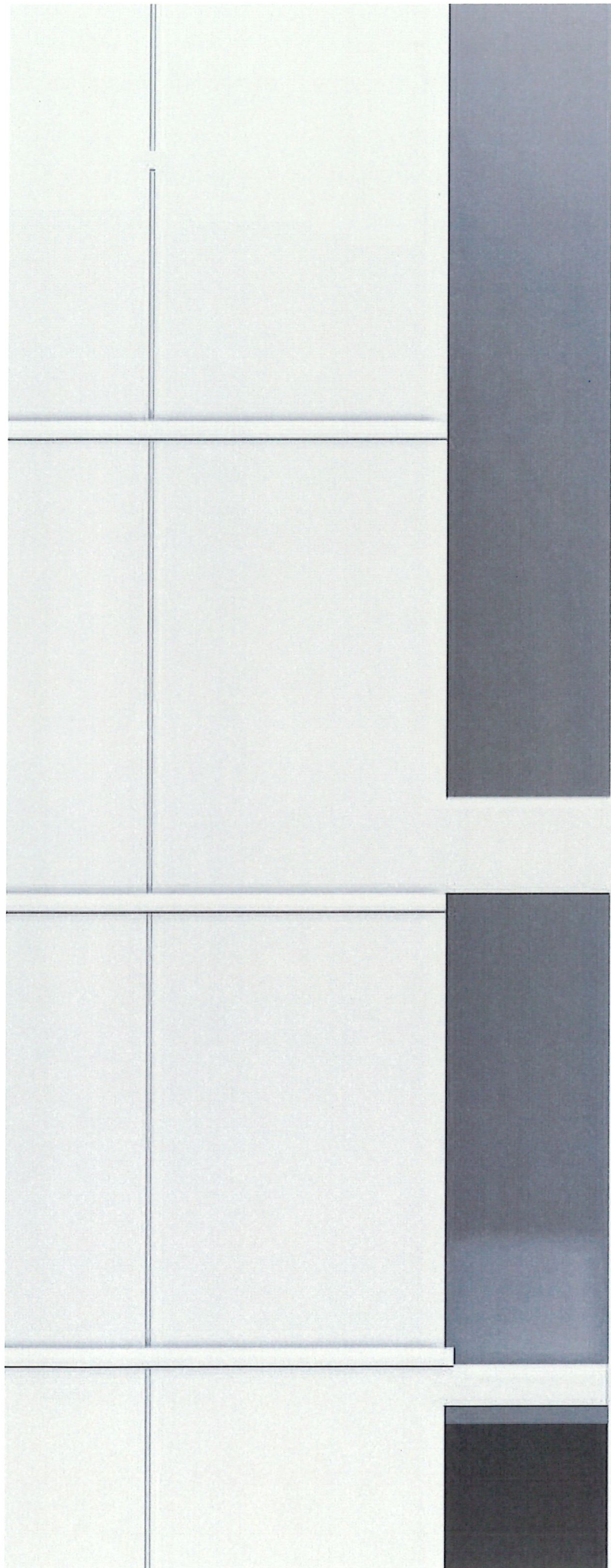
A handwritten signature in blue ink, appearing to read 'Edward Abbo', with a long horizontal line extending to the left.

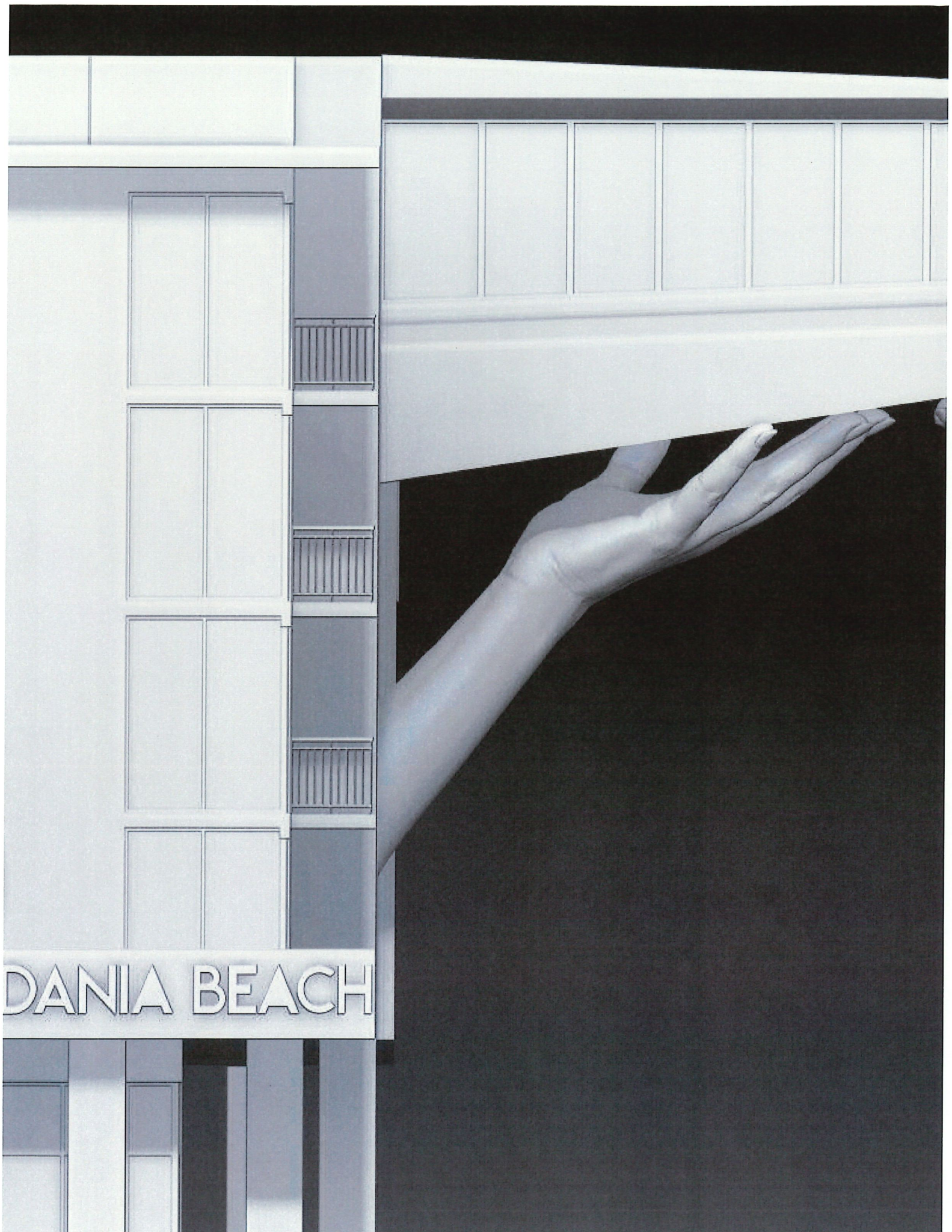
Edward Abbo
The Apollo Companies





24' 3''





DANIA BEACH