



**AGENDA**  
**DANIA BEACH CITY COMMISSION**  
**REGULAR MEETING**  
**MONDAY, OCTOBER 7, 2024 - 7:00 PM**

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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.

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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.

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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.

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**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)

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**ADDENDUM NO. 1**

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

**1. CALL TO ORDER/ROLL CALL**

**2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS AND SPECIAL EVENT APPROVALS**

1. City Fiscal Year End Investment Portfolio Update - Public Trust Advisors (*Finance*)
2. Request for Approval of Proclamation - Red Ribbon Week - October 23-31, 2024 - *Sponsored by Mayor Ryan*
3. Request for Approval of Proclamation - Cybersecurity Awareness Month - October 2024 - *Sponsored by Mayor Ryan*
4. Service Award and Recognition to CIP and Grants Administrator Colin Donnelly - *City Manager*

**4. PROCLAMATIONS**

1. Cybersecurity Awareness Month - October 2024 - *Sponsored by Mayor Ryan*

**5. ADMINISTRATIVE REPORTS**

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

**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: September 24, 2024 Regular Meeting Minutes
2. Travel Requests: None.
3. RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH,

FLORIDA, AMENDING THE CITY COMMISSION “DISCRETIONARY FUNDS” USE POLICY PROVIDING FOR PLACEMENT ON CITY COMMISSION MEETING AGENDAS FOR APPROVAL PRIOR TO THE OBLIGATION OF FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

4. RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING FOR THE FURNISHING AND INSTALLATION OF HOLIDAY DECORATIONS FROM RILEIGHS OUTDOORS, LLC D/B/A CHRISTMAS DESIGNERS FLORIDA, UNDER THE CITY OF SARASOTA AGREEMENT, AT A COST NOT TO EXCEED TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000.00) FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

**9. BIDS AND REQUESTS FOR PROPOSALS**

1. RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2024-021-0-2024, ENTITLED “CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS” TO FG CONSTRUCTION LLC, METRO EXPRESS INC., THE STOUT GROUP LLC AND WEEKLEY ASPHALT PAVING, INC.; AND TO ENTER INTO AGREEMENTS FOR SERVICES THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THAT THE CONTRACTS ARE IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

**10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None.**

**11. FIRST READING ORDINANCES**

1. ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, BY AMENDING SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD,” TO CLARIFY BOARD TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING

FOR AN EFFECTIVE DATE. *(Community Development)*

## 12. SECOND READING ORDINANCES

### 1. ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY’S CODE OF ORDINANCES; AUTHORIZING CO-DESIGNATION OF A PORTION OF NW 2<sup>ND</sup> STREET, BETWEEN NW 4<sup>TH</sup> AVENUE AND NW 14<sup>TH</sup> WAY, BE KNOWN AS “NW 2<sup>ND</sup> STREET/HENRY N. WHITE, SR. STREET”, AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

## 13. DISCUSSION AND POSSIBLE ACTION

### 1. ~~RESOLUTION NO. 2024-\_\_\_\_\_~~

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE CITY OF DANIA BEACH POLICY ON THE PLACEMENT OF POLITICAL CAMPAIGN SIGNS ON CITY PROPERTY DURING EARLY VOTING AND ELECTIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Salvino)*~~

### 2. RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BUSINESS FOR THE ARTS OF BROWARD, INC. (BFA) TO COMMISSION ARTIST CEY ADAMS TO PAINT AN ORIGINAL LEAD WITH LOVE MURAL AT THE CITY MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

### 3. Broward County Historic Preservation Board - 2024 Broward Pioneer Day - Dania Beach Nominee - Kathy Kay - *Sponsored by Mayor Ryan*

## 14. APPOINTMENTS:

1. Education Advisory Board - 1 vacancy  
- Vice Mayor Lewellen

## 15. COMMISSION COMMENTS



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

**16. ADJOURNMENT**



# Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

**WHEREAS**, the digital age has brought unprecedented benefits to our society, transforming the way we communicate, work, learn, and play, while also introducing challenges to our security; and

**WHEREAS**, the City of Dania Beach recognizes the vital role that cybersecurity plays in the continued prosperity and growth of our community; and

**WHEREAS**, maintaining the security of cyberspace is a shared responsibility, for which every individual and organization has a crucial role to play; and

**WHEREAS**, the frequency, scale, and sophistication of cyber threats continue to rise, targeting our infrastructure, businesses, schools, and homes; and

**WHEREAS**, promoting education and awareness about cyber threats and the steps to protect our information and digital assets is of utmost importance; and

**WHEREAS**, the Dania Beach IT Department works diligently to provide awareness of cybersecurity and safety to employees through annual trainings and continuous communications on new trends to be aware of; and

**WHEREAS**, the United States Department of Homeland Security and the National Cybersecurity Alliance have designated October as National Cybersecurity Awareness Month.

**NOW, THEREFORE**, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 2024 as

## CYBERSECURITY AWARENESS MONTH

in the city of Dania Beach and encourage all citizens, businesses, and institutions to engage in activities that promote a safer and more secure cyber environment.

ATTEST:

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ELORA RIERA, MMC  
CITY CLERK

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ARCHIBALD J. RYAN, IV  
MAYOR



# 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: October 7, 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

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I am extremely honored, humbled, and grateful to be appointed to the Board of the Greater Ft. Lauderdale Alliance. I am looking forward to working with the board and President and CEO Bob Swindell for the benefit of Dania Beach, our existing Business Community and to ensure we can better recruit new businesses to our City.

Our Parks Team and I had a very productive meeting with the current and past president of our Lion's Club, and we have started a dialogue to partner on a very exciting fundraising endeavor to be held the on March 25<sup>th</sup>. The Moonlight Classic Car Show could be an annual event on the City Hall Campus with proceeds going to the Lions youth "Vision" program. We are assessing the possibility of this partnership and the logistics and will be updating you very soon.

The annual ICMA conference held in Pittsburgh this last month was outstanding with more than 2,000 attendees from 20 countries. The session I led with the support of my colleagues from 3 other states allowed our HR Director and I the opportunity to recruit potential candidates for the many open and/or new positions here in Dania Beach. My story will be featured in the ICMA's upcoming new manual/ handbook regarding breaking into local government. Next year, the conference will be in Tampa giving us the opportunity to have a greater presence and take advantage of the magnitude of exceptional sessions and learning opportunities.

Two sessions I want to highlight are "Leadership during Crisis: Baltimore's Emergency Response to the Key Bridge", the incident that caused the bridge to collapse and "Building Skills for a Dignified Disagreement". I have included a handout that would be extremely beneficial that focuses on the dignity index. I was able to attend a dozen educational sessions that further reinforce my foundation of leadership and the opportunity to meet and network with individuals where I can learn from their experiences and insights to share with our Dania Beach Team.

On Monday afternoon, September 30<sup>th</sup>, our Deputy City Manager and I hosted Principal Giancarli from Olsen Middle and our newly elected School Board Member Maura Bulman to continue the dialogue and keep them informed on all the possible solutions for a viable and thriving school.

On Monday evening, September 30<sup>th</sup>, I attended a Broward County School Workshop at South Broward High School along with Vice Mayor Lewellen, Commissioner Davis and Commissioner Salvino. Two of the schools up for discussion of the “reimagining/ repurposing” were Colins Elementary and Olsen Middle. We continue to present viable alternatives/ partnerships to ensure the schools remain open and become the best learning institutions via partnerships with our City! We are clearly articulating the facts from our growing population to the plans and initiatives at CW Thomas Park and the 7 acres at the Olsen Campus, as well as a possible partnership with our future EOC at Olsen Middle School.

On Tuesday, October 1<sup>st</sup>, we hosted a meeting with the Executive Director of the Miami Dade County Homeless Trust Victoria Mallette O’Bryan, Board Chairman Ron Book, Kelly Mallette from the Ron Book Team, our BSO Team, Homeless Liaison Vice Mayor Lewellen, our City Attorney, Deputy City Manager and I were in attendance. The purpose for my calling of this meeting was to augment our efforts and elevate our game plan on a more global effort to explore the possibilities to commence the dialogue with Broward County and take a leadership role with the other 30 cities in our county. The 1% Homeless Trust tax in Miami Dade County has been of great benefit to mitigate homelessness with some very effective solutions and outside the box initiatives that we in Broward County can look to implement even if we just consider a hybrid approach to dealing effectively with homelessness.

## Special Magistrate Hearing

| Case #        | Status | Hearing Type                          | Property Address  | Cited Party                                     | Default Inspector |
|---------------|--------|---------------------------------------|-------------------|-------------------------------------------------|-------------------|
| 2024-00000352 | Active | H-EXTENSION - Extension Hearing       | 245 SW 6 ST       | YVES BRODEUR                                    | Alberto Chavarria |
| 2024-00000399 | Active | H-EXTENSION - Extension Hearing       | 239 SW 8 ST       | CHAVES, MARIA LUCIA                             | Alberto Chavarria |
| 2024-00000913 | Active | H-FIRST HEARING - First Hearing       | 80 SW 8 AVE       | MIKA REAL EST INVESTMENTS LLC<br>% NEWMAN GROUP | Alberto Chavarria |
| 2024-00000914 | Active | H-FIRST HEARING - First Hearing       | 80 SW 8 AVE       | MIKA REAL EST INVESTMENTS LLC<br>% NEWMAN GROUP | Alberto Chavarria |
| 2024-00000917 | Active | H-FIRST HEARING - First Hearing       | 550 S FEDERAL HWY | 111TH BIXBY LLC                                 | Alberto Chavarria |
| 2024-00001045 | Active | H-FIRST HEARING - First Hearing       | 325 PHIPPEN RD    | BENNETT IVY SAMANTHA                            | Alberto Chavarria |
| 2024-00001054 | Active | H-FIRST HEARING - First Hearing       | 1518 SW 2 AVE     | REUVEN SIMCHA                                   | Alberto Chavarria |
| 2024-00001070 | Active | H-FIRST HEARING - First Hearing       | 19 SW 14 ST       | RUSS KODNER                                     | Alberto Chavarria |
| 2024-00001079 | Active | H-FIRST HEARING - First Hearing       | 329 SW 15 ST      | ZANTHIA HOLLIS                                  | Alberto Chavarria |
| 2024-00001328 | Active | H-REPEAT HEARING - Repeat Hearing     | 337 SW 13 ST      | LAEL BAPTIST CHURCH INC                         | Alberto Chavarria |
| 2024-00001330 | Active | H-RECURRING - Recurring Hearing       | 731 PHIPPEN RD    | ROI CAPITAL INVESTMENT LLC                      | Alberto Chavarria |
| 2021-00000468 | Active | H-CONFIRMATION - Confirmation Hearing | 306 PHIPPEN RD    | LEVINE HAZEL<br>RODNEY LEVINE                   | Anson Westberry   |
| 2021-00001602 | Active | H-CONFIRMATION - Confirmation Hearing | 218 SW 13 ST      | BELLERA, INGRID E                               | Anson Westberry   |

## Special Magistrate Hearing

|               |        |                                       |                  |                                       |                 |
|---------------|--------|---------------------------------------|------------------|---------------------------------------|-----------------|
| 2022-00001438 | Active | H-CONFIRMATION - Confirmation Hearing | 21 S FEDERAL HWY | 19 S FEDERAL HWY LLC                  | Anson Westberry |
| 2023-00000703 | Active | H-CONFIRMATION - Confirmation Hearing | 405 SE 4 ST      | FERNANDEZ, ANGELA / FERNANDEZ, TERESA | Anson Westberry |
| 2024-00000204 | Active | H-EXTENSION - Extension Hearing       | 601 NW 3 TER     | ANGIE YUK NGAN WONG                   | Anson Westberry |
| 2024-00000252 | Active | H-ABATEMENT - Abatement Hearing       | 238 NW 7 AVE     | TURNKEY ASSETS LLC                    | Anson Westberry |
| 2024-00000590 | Active | H-FIRST HEARING - First Hearing       | 125 SW 5 CT      | LIVE CHEAP LLC                        | Anson Westberry |
| 2024-00000593 | Active | H-FIRST HEARING - First Hearing       | 137 SW 5 CT      | LIVE CHEAP LLC                        | Anson Westberry |
| 2024-00000598 | Active | H-FIRST HEARING - First Hearing       | 109 SW 5 CT      | LIVE CHEAP LLC                        | Anson Westberry |
| 2024-00000599 | Active | H-FIRST HEARING - First Hearing       | 105 SW 5 CT      | 105 SW HOLDINGS LLC                   | Anson Westberry |
| 2024-00000600 | Active | H-FIRST HEARING - First Hearing       | 101 SW 5 CT      | LIVE CHEAP LLC                        | Anson Westberry |
| 2024-00000665 | Active | H-FIRST HEARING - First Hearing       | 98 SW 5 AVE      | TIMBO PORA LLC                        | Anson Westberry |
| 2024-00000675 | Active | H-FIRST HEARING - First Hearing       | 801 NW 3 TER     | FRANCISO MANTERO                      | Anson Westberry |
| 2024-00000676 | Active | H-FIRST HEARING - First Hearing       | 122-132 SW 3 AVE | KC FOODSERVICE LLC                    | Anson Westberry |
| 2024-00000677 | Active | H-FIRST HEARING - First Hearing       | 111 SW 1 CT      | FIRST DANIA BEACH LLC                 | Anson Westberry |
| 2024-00000719 | Active | H-FIRST HEARING - First Hearing       | 110 PARK AVE     | FIRST DANIA BEACH LLC                 | Anson Westberry |

## Special Magistrate Hearing

|               |        |                                       |                    |                                                         |                   |
|---------------|--------|---------------------------------------|--------------------|---------------------------------------------------------|-------------------|
| 2024-00000744 | Active | H-FIRST HEARING - First Hearing       | 35 NW 3 AVE        | G & A GROUP 1 LLC                                       | Anson Westberry   |
| 2024-00000745 | Active | H-FIRST HEARING - First Hearing       | 55 NW 1 AVE        | 55 NW 1 AVE                                             | Anson Westberry   |
| 2024-00000747 | Active | H-FIRST HEARING - First Hearing       | 38 NW 1 ST         | 67-75 NORTH FEDERAL ASSOC LLC                           | Anson Westberry   |
| 2024-00000786 | Active | H-FIRST HEARING - First Hearing       | 137 SW 5 CT        | LIVE CHEAP LLC                                          | Anson Westberry   |
| 2024-00001453 | Active | H-FIRST HEARING - First Hearing       | 804 NW 8 ST        | JAMES BRADLEY                                           | Anson Westberry   |
| 2023-00001320 | Active | H-ABATEMENT - Abatement Hearing       | 75 N FEDERAL HWY   | 67-75 NORTH FEDERAL ASSOC LLC                           | Christina Caserta |
| 2023-00001344 | Active | H-EXTENSION - Extension Hearing       | 170 N POINTE DRIVE | DANIA LIVE 1748 II LLC<br>C/O: KIMCO REALTY CORPORATION | Christina Caserta |
| 2024-00000236 | Active | H-EXTENSION - Extension Hearing       | 214 SE 3 TER       | HILDA BESNER TR<br>BESNER, HILDA TRSTEE                 | Christina Caserta |
| 2024-00000875 | Active | H-FIRST HEARING - First Hearing       | 225 SE 4 TER       | STACY E PARKS                                           | Christina Caserta |
| 2024-00000908 | Active | H-CONFIRMATION - Confirmation Hearing | 22 SW 6 AVE        | SABA FL PROPERTIES LLC                                  | Christina Caserta |
| 2024-00000939 | Active | H-CONFIRMATION - Confirmation Hearing | 22 SW 6 AVE        | SABA FL PROPERTIES LLC                                  | Christina Caserta |
| 2024-00000944 | Active | H-FIRST HEARING - First Hearing       | 2010 NE 7 AVE      | CUBESMART LP<br>% PTA-CS #574                           | Christina Caserta |
| 2024-00000955 | Active | H-FIRST HEARING - First Hearing       | 39 SE 3 PL         | ROSE SESSA                                              | Christina Caserta |
| 2024-00000972 | Active | H-FIRST HEARING - First Hearing       | 401 E SHERIDAN ST  | SUSO 5 SHERIDAN LP<br>C/O: SLATE ASSET MANAGEMENT LP    | Christina Caserta |

## Special Magistrate Hearing

|               |        |                                   |                        |                                                      |                   |
|---------------|--------|-----------------------------------|------------------------|------------------------------------------------------|-------------------|
|               |        |                                   |                        |                                                      |                   |
| 2024-00000973 | Active | H-FIRST HEARING - First Hearing   | 401 E SHERIDAN ST      | SUSO 5 SHERIDAN LP<br>C/O: SLATE ASSET MANAGEMENT LP | Christina Caserta |
| 2024-00000974 | Active | H-FIRST HEARING - First Hearing   | 1351 SE 7 AVE          | SCG ATLAS SHERIDAN OCEAN CLUB LLC<br>C/O: RYAN LLC   | Christina Caserta |
| 2024-00000985 | Active | H-FIRST HEARING - First Hearing   | 530 SE 12 ST           | SCG ATLAS SHERIDAN OCEAN CLUB LLC %<br>RYAN LLC      | Christina Caserta |
| 2024-00001002 | Active | H-FIRST HEARING - First Hearing   | 180 E DANIA BEACH BLVD | DAWSON JOHNSON OPERATIONS LLC/<br>DAWSON OPERATIONS  | Christina Caserta |
| 2024-00001044 | Active | H-REPEAT HEARING - Repeat Hearing | 402 SE 5 ST            | VITALY STESIK<br>C/O: 402 SE 5TH STREET LLC          | Christina Caserta |
| 2024-00001053 | Active | H-FIRST HEARING - First Hearing   | NW 13 AVE              | RIQUER GONZALEZ, MAURICIO JAVIER<br>TAYLOR, VILMA A  | Christina Caserta |
| 2024-00001099 | Active | H-REPEAT HEARING - Repeat Hearing | 414 SE 5 ST            | MORALES, EUGENIA<br>GARAY, RANDOLPH                  | Christina Caserta |
| 2024-00001100 | Active | H-REPEAT HEARING - Repeat Hearing | 414 SE 5 ST            | MORALES, EUGENIA                                     | Christina Caserta |
| 2024-00001101 | Active | H-FIRST HEARING - First Hearing   | 402 SE 5 ST            | VITALY STESIK 402 SE 5TH STREET LLC                  | Christina Caserta |
| 2024-00001498 | Active | H-FIRST HEARING - First Hearing   | 235 SE 6 ST            | NAHUM KORNBLUH                                       | Christina Caserta |



## Special Magistrate Hearing

|               |        |                                       |                    |                                                |                   |
|---------------|--------|---------------------------------------|--------------------|------------------------------------------------|-------------------|
| 2024-00001573 | Active | H-FIRST HEARING - First Hearing       | 422 SE 3 ST        | PAVEL STEPANOV                                 | Christina Caserta |
| 2022-00001469 | Active | H-ABATEMENT - Abatement Hearing       | 610 SW 2 AVE       | BAILEY, DWAYNE                                 | Michelle Shahryar |
| 2023-00000845 | Active | H-ABATEMENT - Abatement Hearing       | 212 SW 11 ST       | JULIANNA HOLDINGS LLC                          | Michelle Shahryar |
| 2023-00000946 | Active | H-CONFIRMATION - Confirmation Hearing | 302 SW 1 AVE       | OLIVERO, STEPHANE J                            | Michelle Shahryar |
| 2023-00000948 | Active | H-CONFIRMATION - Confirmation Hearing | 731 SW 3 PL        | SABA FL PROPERTIES LLC                         | Michelle Shahryar |
| 2023-00001388 | Active | H-EXTENSION - Extension Hearing       | 214 SW 2 TER       | JOYE INVESTMENTS CORP                          | Michelle Shahryar |
| 2024-00000214 | Active | H-EXTENSION - Extension Hearing       | 4581 SW 32 AVE     | LUSTREA, SIMION                                | Michelle Shahryar |
| 2024-00000904 | Active | H-FIRST HEARING - First Hearing       | 4080 RAVENSWOOD RD | CUBESMART LP<br>C/O: PTA-CS # 304              | Michelle Shahryar |
| 2024-00000905 | Active | H-FIRST HEARING - First Hearing       | 4080 RAVENSWOOD RD | CUBESMART LP<br>C/O: PTA-CS # 304              | Michelle Shahryar |
| 2024-00000911 | Active | H-FIRST HEARING - First Hearing       | 2501 SW 31 ST      | NEW YORK INFINITE LLC                          | Michelle Shahryar |
| 2024-00000918 | Active | H-FIRST HEARING - First Hearing       | 2501 SW 31 ST      | NEW YORK INFINITE LLC                          | Michelle Shahryar |
| 2024-00000933 | Active | H-FIRST HEARING - First Hearing       | 3201 SW 26 TER     | KENAN TRANSPORT COMPANY<br>C/O: AMY LOWDERMILK | Michelle Shahryar |

## Special Magistrate Hearing

|               |        |                                 |                        |                                             |                   |
|---------------|--------|---------------------------------|------------------------|---------------------------------------------|-------------------|
| 2024-00000935 | Active | H-FIRST HEARING - First Hearing | 3201 SW 26 TER         | KENAN TRANSPORT COMPANY<br>% AMY LOWDERMILK | Michelle Shahryar |
| 2024-00000952 | Active | H-FIRST HEARING - First Hearing | 3240 SW 44 ST          | STEPHEN F MCGRATH INC                       | Michelle Shahryar |
| 2024-00001018 | Active | H-ABATEMENT - Abatement Hearing | 4610 SW 30 AVE         | LAUREN BERDUGO-YARKONY                      | Michelle Shahryar |
| 2024-00001046 | Active | H-FIRST HEARING - First Hearing | 3463 GRIFFIN RD C LOT  | GRIFFIN HARBOUR LLC                         | Michelle Shahryar |
| 2024-00001051 | Active | H-FIRST HEARING - First Hearing | SW 34 TER              | GRIFFIN HARBOUR LLC                         | Michelle Shahryar |
| 2024-00001052 | Active | H-FIRST HEARING - First Hearing | SW 34 TER              | GRIFFIN HARBOUR LLC                         | Michelle Shahryar |
| 2024-00001089 | Active | H-FIRST HEARING - First Hearing | 3271 SW 44 ST          | MIRACLE 26 LLC                              | Michelle Shahryar |
| 2024-00001095 | Active | H-FIRST HEARING - First Hearing | 5800-5840 LAKESHORE DR | STIRLING ALYA LLC                           | Michelle Shahryar |
| 2024-00001432 | Active | H-FIRST HEARING - First Hearing | 3463 GRIFFIN RD C LOT  | GRIFFIN HARBOR LLC                          | Michelle Shahryar |
| 2024-00001531 | Active | H-FIRST HEARING - First Hearing | 3463 GRIFFIN RD C LOT  | GRIFFIN HARBOR LLC                          | Michelle Shahryar |
| 2024-00001577 | Active | H-FIRST HEARING - First Hearing | 3463 GRIFFIN RD C LOT  | GRIFFIN HARBOR LLC                          | Michelle Shahryar |
| 2022-00001231 | Active | H-EXTENSION - Extension Hearing | 5300 SW 40 AVE         | MAIMONIDES SHALOM ACADEMY INC               | Ricky Ali         |
| 2023-00001079 | Active | H-EXTENSION - Extension Hearing | 4521 SW 42 AVE         | ROBERTO BOUZO                               | Ricky Ali         |

## Special Magistrate Hearing

|               |        |                                 |                          |                                                    |           |
|---------------|--------|---------------------------------|--------------------------|----------------------------------------------------|-----------|
| 2024-00000299 | Active | H-ABATEMENT - Abatement Hearing | 4924 SW 44 AVE           | LEVY, ISAAC                                        | Ricky Ali |
| 2024-00000301 | Active | H-ABATEMENT - Abatement Hearing | 4850 SW 44 AVE           | D A INVESTMENTS 777 LLC                            | Ricky Ali |
| 2024-00000611 | Active | H-EXTENSION - Extension Hearing | 5950 SW 40 AVE           | PALM TOWERS EMERALD LLC                            | Ricky Ali |
| 2024-00000893 | Active | H-FIRST HEARING - First Hearing | 1400 NW 1 ST             | UNITED HOUSE OF PRAYER ETAL<br>MADISON S C TRSTEE  | Ricky Ali |
| 2024-00000895 | Active | H-FIRST HEARING - First Hearing | 1855 GRIFFIN RD A-310    | DCOTA DEVELOPMENT CO LP<br>% COHEN BROTHERS REALTY | Ricky Ali |
| 2024-00000896 | Active | H-FIRST HEARING - First Hearing | 1855 GRIFFIN RD A-310    | DCOTA DEVELOPMENT CO LP<br>% COHEN BROTHERS REALTY | Ricky Ali |
| 2024-00000897 | Active | H-FIRST HEARING - First Hearing | 1815 GRIFFIN RD UNIT 410 | 1815 BUILDING COMPANY LLC                          | Ricky Ali |
| 2024-00000899 | Active | H-ABATEMENT - Abatement Hearing | 17 SW 8 AVE              | LUMAX USA LLC                                      | Ricky Ali |
| 2024-00000990 | Active | H-FIRST HEARING - First Hearing | 5841 SW 37 AVE           | HOVER PROPERTIES LLC                               | Ricky Ali |
| 2024-00001012 | Active | H-FIRST HEARING - First Hearing | 402 SE 5 ST              | STESIK, VITALY<br>402 SE 5TH STREET LLC            | Ricky Ali |
| 2024-00001021 | Active | H-FIRST HEARING - First Hearing | 4781 SW 43 AVE           | ANG OVAK LLC                                       | Ricky Ali |
| 2024-00001083 | Active | H-FIRST HEARING - First Hearing | 5240 SW 40 TER           | 240 SW 40TH TERRACE LLC                            | Ricky Ali |
| 2024-00001209 | Active | H-FIRST HEARING - First Hearing | 5961 SW 37 AVE           | 5961 HOLLYWOOD LLC                                 | Ricky Ali |
| 2024-00001371 | Active | H-FIRST HEARING - First Hearing | 4333 SW 51 ST            | HAMMO, GAL                                         | Ricky Ali |



## Special Magistrate Hearing

|               |        |                                       |                        |                                                     |             |
|---------------|--------|---------------------------------------|------------------------|-----------------------------------------------------|-------------|
| 2020-00000061 | Active | H-FIRST HEARING - First Hearing       | 702 SE 3 CT            | JASON KIRKCALDY<br>JAMIE L DIMAURO                  | Windy Damis |
| 2022-00000158 | Active | H-ABATEMENT - Abatement Hearing       | 606 W DANIA BEACH BLVD | BUTTS, MAUDIE L                                     | Windy Damis |
| 2023-00001171 | Active | H-CONFIRMATION - Confirmation Hearing | 2051 GRIFFIN RD        | 2051 GRIFFIN ROAD LLC                               | Windy Damis |
| 2024-00000309 | Active | H-CONFIRMATION - Confirmation Hearing | 2871 W MARINA DR       | JULIE ZAPP                                          | Windy Damis |
| 2024-00000518 | Active | H-EXTENSION - Extension Hearing       | 4960 SW 28 TER         | ROBERT E MYERS REV LIV TR<br>MYERS, ROBERT E TRSTEE | Windy Damis |
| 2024-00000586 | Active | H-EXTENSION - Extension Hearing       | 4829 SW 29 TER         | 4829 SW 29TH TR<br>JAMES, MARK G TRSTEE             | Windy Damis |
| 2024-00001001 | Active | H-FIRST HEARING - First Hearing       | 2950 GRIFFIN RD        | 2950 GRIFFIN ROAD LLC<br>C/O: ANGELA SULEYMANOVA    | Windy Damis |
| 2024-00001085 | Active | H-FIRST HEARING - First Hearing       | 5220 SW 28 AVE         | WHITE, THOMAS JR                                    | Windy Damis |
| 2024-00001136 | Active | H-FIRST HEARING - First Hearing       | 5712 PARK RD           | COHEN-LEVY ORLY                                     | Windy Damis |



MINUTES OF REGULAR MEETING  
DANIA BEACH CITY COMMISSION  
TUESDAY, SEPTEMBER 24, 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. BUDGET PUBLIC HEARGINS**

3.1 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2024-2025 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

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

Mayor Ryan opened the floor for public comments and the following spoke under public comments:

- Brenda Chalifour – 814 NW 10<sup>th</sup> Avenue

Deputy City Manager Sosa-Cruz clarified some of the comments that were made during public comments.

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

### 3.2 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE CITY'S FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2024-2025; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS WILL BE HEARD AND QUESTIONS CONCERNING THE BUDGET WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.  
(Finance)

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

Mayor Ryan opened the floor for public comments and the following spoke under public comments:

- Brenda Chalifour – 814 NW 10<sup>th</sup> Avenue

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

## 4. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 4.1 Service Award - Louis Brown, Public Services Department - *Sponsored by Commissioner James*

Commissioner James and Chief Human Resources Officer Linda Gonzalez presented Louis Brown with a plaque and commended him for his 37 years of dedicated service to the city of Dania Beach.

Mr. Brown thanked the Commission, City Manager Garcia, Deputy City Manager Sosa-Cruz and staff for the recognition.

- 4.2 Request for Approval of Proclamation - Hispanic Heritage Month - *Sponsored by Vice Mayor Lewellen*

There was consensus to approve proclamation.

#### 4.3 Solid Waste Authority Budget Presentation - *Sponsored by Mayor Ryan*

Mayor Ryan introduced the item and presented a PowerPoint on the Solid Waste Authority budget.

### 5. PROCLAMATIONS

#### 5.1 Human Resource Professional Day - *Sponsored by Mayor Ryan*

Mayor Ryan read the proclamation into the record.

Chief Human Resources Officer Linda Gonzalez thanked the Commission, staff and her team.

#### 5.2 Childhood Cancer Awareness Month - September 2024 - *Sponsored by Commissioner Davis*

Commissioner Davis read the proclamation into the record.

Sylvia Dominguez Vanni spoke about her son who she lost to childhood cancer and the Mystic Force Foundation.

#### 5.3 Hispanic Heritage Month - *Sponsored by Vice Mayor Lewellen*

Vice Mayor Lewellen read the proclamation into the record.

### 6. ADMINISTRATIVE REPORTS

#### 5.1 City Manager

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

- Broward County Public Schools Workshop held on September 17, 2024
- Sandbag Distribution on September 25, 2024 from 4:00 p.m. to 6:00 p.m. at Frost Park
- Groundbreaking for the Southeast Drainage Project on September 26, 2024 at 4:30 p.m.
- Dania After Dark Oktoberfest on October 12, 2024

#### 5.2 City Attorney

City Attorney Boutsis mentioned that item 9.5 on the Consent Agenda is the Large User Wastewater Agreement with the City of Hollywood; she attended the meeting last week and the City of Hollywood approved the tolling agreement.

#### 5.3 City Clerk - Reminders

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

- October 7, 2024 CRA Board Meeting - 5:30 p.m.

## 7. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity within the city to include a battery on an elderly resident, juveniles at Dania Pointe and a traffic enforcement stop resulting in the seizure of narcotics and weapons. He noted they are continuing their checks at the city parks, FEC Railroad, other areas of concern and they have their eye-in the-sky at Chester Byrd Park. The Shred-a-thon and Operation Medicine Cabinet event was very successful. They will be holding Coffee with a Cop at 212 Griffin Road on October 2<sup>nd</sup> and Night Out with Law Enforcement on October 25<sup>th</sup> at Frost Park.

Fire Chief Pellecer spoke about Community Risk Reduction and the Firefighter Mental Health Initiative. They are currently waiting on the Safer Grant application and hope to know by the end of the month. He advised that the new recruit class has started, they are scheduled to graduate November 15<sup>th</sup>, and they will be running in the Dania Pointe 5k on October 13<sup>th</sup>. They are monitoring Hurricane Helene and ready to assist in the aftermath of the storm.

## 8. CITIZENS' COMMENTS

None.

## 9. 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.**

9.1 Minutes: September 12, 2024 City Commission Meeting

*Approved under consent agenda.*

9.2 Travel Requests: None.

9.3 RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY & CASUALTY INSURANCE PROGRAM FOR THE CITY THROUGH RISK MANAGEMENT ASSOCIATES, INC., WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, WHICH INSURANCE PACKAGE SHALL INCLUDE COVERAGE FOR PROPERTY, CRIME, LIABILITY, WORKERS' COMPENSATION, AND OTHER COVERAGES TO INCLUDE THE NATIONAL FLOOD INSURANCE PROGRAM ("NFIP"), FOR A COMBINED ANNUAL PREMIUM AMOUNT OF TWO MILLION, TWO HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED SEVEN DOLLARS (\$2,259,707.00) FOR COVERAGE BEGINNING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*



*Approved under consent agenda.*

9.4 RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT WITH UNITED HEALTHCARE FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE, PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS THAT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

*Approved under consent agenda.*

9.5 RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO TOLL ALL LIMITATIONS PERIODS ASSOCIATED WITH DANIA BEACH'S ABILITY TO SUE THE CITY OF HOLLYWOOD FOR THE ISSUES PERTAINING TO THE LARGE USER AGREEMENTS AS LITIGATED IN THE BROWARD COUNTY CIRCUIT COURT CASE STYLED CITY OF PEMBROKE PINES v. CITY OF HOLLYWOOD; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TOLLING AGREEMENT TO PRESERVE THE CITY'S STATUTE OF LIMITATIONS CLAIM DURING THE PENDING APPEALS BY THE CITY OF PEMBROKE PINES AND THE CITY OF HOLLYWOOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

*Approved under consent agenda.*

9.6 RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT ("HMMOA") WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE IMPROVEMENTS MADE AS PART OF THE N. 22nd AVENUE/SW 12TH AVENUE PROJECT FROM STIRLING ROAD TO SHERIDAN STREET; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

*Approved under consent agenda.*

9.7 RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF REVENUES AND

EXPENDITURES WITHIN THE PUBLIC ART FUND FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

*Approved under consent agenda.*

9.8 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR EAST DANIA BEACH BOULEVARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

*Approved under consent agenda.*

9.9 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER THAT EXCEEDS THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00), WITH RONALD L. BOOK, P.A., FOR CONSULTING (LOBBYIST) SERVICES RELATED TO ISSUES OF CONCERN TO THE CITY OF DANIA BEACH INCLUDING MATTERS ASSOCIATED WITH BROWARD COUNTY AS WELL AS GENERAL LEGISLATION AND RELATED ISSUES AT THE STATE LEVEL IN AN AMOUNT NOT TO EXCEED SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00) FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

*Approved under consent agenda.*

**10. BIDS AND REQUESTS FOR PROPOSALS**

10.1 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 24-015, ENTITLED “DESIGN SERVICES FOR P.J. MELI AQUATICS COMPLEX IMPROVEMENTS”, AND TO AUTHORIZE CONTRACT NEGOTIATIONS WITH THE TOP-RANKED RESPONDER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

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

Director of Parks and Recreation Cassi Waren introduced the item.

Commissioner James inquired if any changes might be necessary to the facility as it has been some time since the master plan was approved and Director of Parks and Recreation Cassi Warren responded yes, there is a utility easement that goes through were the building and pool was plotted on the master plan and they are looking at incorporating different elements. Commissioner James asked if the Commission would have input of the design and Director of Parks and Recreation Cassi Warren responded affirmatively.

Commissioner Salvino inquired about the flooding and Director of Parks and Recreation Cassi Warren commented that it will be the first step to address.

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

#### 10.2 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 24-019, ENTITLED “DESIGN SERVICES FOR OLSEN MIDDLE SCHOOL PARK PROJECT”, AND TO AUTHORIZE CONTRACT NEGOTIATIONS WITH THE TOP-RANKED RESPONDER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

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

Director of Parks and Recreation Cassi Warren introduced the item.

Commissioner James inquired about what safety measures were put into place for the Commission, seeing as how the school board changes directions a lot, so that they are comfortable moving forward and budgeting \$5,000,000.00 on a property that they do not have clear direction on. Deputy City Manager Sosa-Cruz responded that the City has an agreement with terms and the school board is very supportive of the agreement and there have been discussions on creating programs around the sports theme due to the park. The only issue is working out the empty space, the facility and how the City could partner.

Commissioner James asked City Attorney Boutsis if there is anything legally binding that protects the City and our financial investment of this property. City Attorney Boutsis responded that she recalls provisions securing the funds, but she will provide the exact language tomorrow morning.

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

#### 10.3 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. 24-018, ENTITLED, “MULLIKIN PARK IMPROVEMENTS” TO BEJAR CONSTRUCTION, INC.,

IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED SIXTY-ONE DOLLARS (\$615,461.00), PLUS FIFTY THOUSAND DOLLARS (\$50,000.00) IN CONTINGENCY FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

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

Director of Parks and Recreation Cassi Warren introduced the item.

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

#### 10.4 RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 24-012, ENTITLED “DESIGN SERVICES FOR THE NW 1 STREET COMPLETE STREETS IMPROVEMENT PROJECT”, AND SELECTING KIMLEY-HORN & ASSOCIATES AS THE FIRST RANKED FIRM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

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

Deputy Director of Public Services Dincer Ozaydin introduced the item.

Commissioner James asked what the timeline is for the project and Deputy Director of Public Services Dincer Ozaydin responded that the design should be six months, and the construction should be six to nine months.

Discussion ensued regarding the railroad tracks and the safety in the area. Deputy Director of Public Services Dincer Ozaydin responded that they have been working with Metropolitan Planning Organization along with the FEC for improvements.

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

## 11. QUASI-JUDICIAL HEARINGS

None.

## 12. FIRST READING ORDINANCES

### 12.1 ORDINANCE NO. 2024-\_\_\_\_\_

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY’S CODE OF ORDINANCES; AUTHORIZING CO-DESIGNATION OF A PORTION OF NW 2ND STREET, BETWEEN

NW 4TH AVENUE AND NW 14TH WAY, BE KNOWN AS “NW 2ND STREET/HENRY N. WHITE, SR. STREET”, AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.  
(Community Development)

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

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

### **13. SECOND READING ORDINANCES**

None.

### **14. DISCUSSION AND POSSIBLE ACTION**

None.

### **15. APPOINTMENTS**

- 15.1 Education Advisory Board - 2 vacancies
  - Vice Mayor Lewellen
  - Commissioner James (Switched with Commissioner Salvino at 9/12/24 meeting)

Vice Mayor Lewellen deferred her appointment at this time. Commissioner James appointed Ren Maddie.

- 15.2 Marine Advisory Board - 2 vacancies
  - Vice Mayor Lewellen
  - Commissioner Salvino (Switched with Commissioner James at 9/12/24 meeting)

Vice Mayor Lewellen appointed Michael Porter. Commissioner Salvino Appointed Robert Ostrov.

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

### **16. COMMISSION COMMENTS**

- 16.1 Commissioner Davis

Commissioner Davis spoke about attending the Collins Partners breakfast this morning and commended Dr. Jackson for bringing all parts of the community together. She said she attended the Jewish Women’s Circle of the Chabad of Dania Beach and had a wonderful sisterhood of a

time making Challah bread. She thanked Mushka and the Chabad of Dania Beach for providing a wonderful event.

Commissioner Davis would like to use the remainder of her contingency funds for the following:

- \$2,500.00 for Post 304 Women's Auxiliary for their Girl's State Program
- \$3,000.00 to Olsen Middle School Robotics Program
- \$2,000.00 to Collins Elementary School for their Respect Program and Leadership Lunch
- \$2,000.00 to Dania Elementary Schools for their Teacher Appreciation Week and Program
- \$1,000.00 to the Lions Club for helping with Back-to-School supplies
- \$1,000.00 to the Historical Society
- \$4,100.00 to Lighthouse 4Students swimming program
- \$1,000.00 to Mystic Force Foundation
- \$300.00 to the Gracefully Aging Breast Cancer table for October 5th

Consensus was received from the Commission.

#### 16.2 Commissioner James

Commissioner James requested everyone to keep her family in their prayers.

Commissioner James would like to use the remainder of her contingency funds for the following:

- \$5,000.00 to support her Thanksgiving Drive
- \$3,500.00 to the girls mentoring program, Royalty held at C.W. Thomas Park
- \$3,500.00 to Loretta's Heart Care for senior's Christmas

She noted that she does have a conflict-of-interest form that she will complete to protect herself and her affiliation that she has with any of the listed organizations.

Consensus was received from the Commission.

#### 16.3 Commissioner Salvino

Commissioner Salvino would like to use the remainder of his contingency funds for the following:

- \$5,000.00 to the Tamara James Foundation for the Turkey Drive
- \$2,500.00 to American Legion Post 304
- \$2,500.00 to American Legion Post 209
- \$1,500.00 to Dania Beach Lions Club
- \$1,000.00 to the Historical Society
- \$1,000.00 to Dania Beach Parks and Recreation Youth Summer Camp
- \$1,000.00 to Dania Beach Parks and Recreation After School Program Scholarships
- \$1,000.00 to Mystic Force Foundation

He would like to roll over and funds he has remaining.



Consensus was received from the Commission.

#### 16.4 Vice-Mayor Lewellen

Vice Mayor Lewellen would like to use the remainder of her contingency funds for the following:

- \$9,000.00 to Olsen Middle School for branded reusable water bottles for students
- \$3,000.00 to MAHT Broward for Dania Beach Homeless Outreach
- \$2,000.00 to Dania Beach Parks and Recreation for the Teen Program for Spring and Winter break
- \$1,000.00 to the Dania Beach Lions Club

There was authorization from the commission to use the city logo on the water bottles.

Consensus was received from the Commission.

She reminded everyone to stay safe with the coming storm.

#### 16.5 Mayor Ryan

Mayor Ryan would like to use the remainder of her contingency funds for the following:

- \$5,000.00 to American Legion Post 304
- \$5,000.00 to American Legion Post 209
- \$4,000.00 to Dania Beach Historical Society
- \$2,325.00 to Dania Beach Lions Club
- \$2,325.00 to Dania Beach Improvement Committee

Consensus was received from the Commission.

Mayor Ryan commended the Commission on supporting the community and civic organizations.

Chief Financial Officer Frank DiPaolo noted that Commissioner Davis is short by \$1,950.00.

Mayor Ryan requested to take her balance out of the Commission contingency to cover the funds and there was Commission consensus.

Commissioner Davis added that she forgot Love Our Nation and requested an additional \$2,000.00 to go to Love Our Nation. There was Commission consensus.

Commissioner James asked how much is left in the commission contingency and Chief Financial Officer Frank DiPaolo responded that there is about \$150,000.00 left in the commission contingency.

Commissioner James asked Commissioner Davis about the Partnership Meeting today and if there was anything on Dr. Jackson's list that the Commission could support. Commissioner Davis responded that Dr. Jackson had a list of things. Commissioner James said she would bring

the matter back at the next meeting as they clearly have the funds in the commission contingency. There was commission consensus for her to bring it back at the next meeting.

Commissioner Salvino said that the shortage for Commissioner Davis's contingency can come from his contingency funds as he has some remaining.

Chief Financial Officer Frank DiPaolo responded that when we add up the remainder of what is left between Commissioner Salvino, Commissioner James and Vice-Mayor Lewellen combined with the shortage of Commissioner Davis, we are short by \$33.00, it all balances out between the individual commissioner contingencies.

Mayor Ryan continued with his comments and said that the city keeps the residents very informed with the CORE conversations and the Pioneer Publication. The city is not trying to keep anything from the residents and if anyone has more questions, feel free to call the commission and city staff. He reminded everyone of the upcoming Dania After Dark events and the City's 120<sup>th</sup> Birthday.

## 17. ADJOURNMENT

Mayor Ryan adjourned the meeting at 8:45 p.m.

ATTEST:

CITY OF DANIA BEACH

\_\_\_\_\_  
ELORA RIERA, MMC  
CITY CLERK

\_\_\_\_\_  
ARCHIBALD J. RYAN IV  
MAYOR

Approved:





## City of Dania Beach Finance Memorandum

**DATE:** 10/7/2024

**TO:** Mayor and Commissioners

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

**VIA:** Frank L. DiPaolo, Chief Financial Officer

**SUBJECT:** A Resolution of the City Commission amending the City Commission Discretionary Funds Use Policy

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**Request:**

The City Administration requests approval of a Resolution amending the City Commission Discretionary Funds Use Policy providing for placement of requests on City Commission meeting agendas for approval prior to the obligation of funds.

**Background:**

On March 8, 2022, the City Commission approved Resolution No. 2022-041 adopting a Community Grant Policy and Discretionary Funds Use Policy. The Policy provides for the annual budgeting of "Discretionary Funds" for the Mayor and each Commissioner to be invested in community projects and initiatives. While the Policy provides formal guidelines for the use of Discretionary Funds, it only provides for verbal request/consensus approval of funding at City Commission meetings.

The City Administration recommends that the Policy be amended to provide for placement of all uses of Discretionary Funds on the City Commission Meeting Agenda, through the use of a Request Form, and to include the appropriate supporting information for review by the City Administration.

This recommended change will allow for advance review of items by both staff and the elected officials, providing for a more transparent and proactive request process.

**Budgetary Impact**

None.

**Recommendation**

Approve the Resolution amending the City Commission Discretionary Funds Use Policy.

**RESOLUTION NO. 2024-\_\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION “DISCRETIONARY FUNDS USE POLICY”; PROVIDING FOR PLACEMENT ON CITY COMMISSION MEETING AGENDAS FOR APPROVAL PRIOR TO THE OBLIGATION OF FUNDS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, On March 8, 2022, the City Commission approved Resolution No. 2022-041 adopting a Community Grant Policy and Discretionary Funds Use Policy; and

**WHEREAS**, Exhibit “A” relating to grant applications remains unchanged; and

**WHEREAS**, Exhibit “B” is modified as it relates to discretionary fund use; and

**WHEREAS**, the City Administration recommends an amendment to the Discretionary Funds Use Policy providing for placement on City Commission meeting agendas for approval prior to the obligation of funds.

**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 pursuant to this Resolution, the City Commission adopts amendments to the Discretionary Fund Account Policy, a copy of which Policy is attached, marked as Exhibit “B” and it is made a part of 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 effective 10 days after passage.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2024.

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

## **EXHIBIT A**

### **City of Dania Beach Community Grant Program Policy and Guidelines**

#### **PURPOSE**

Many programs and services are provided through the efforts of local non-profit organizations to enhance the life experience of City residents, complementing, and often supplementing programs beyond the City's capability. Establishing the Dania Beach Community Grant Program (DBCGP) demonstrates the City Commission's commitment to working with these local non-profit organizations that provide beneficial programs and services to the community.

These guidelines serve to ensure that programs and events supported by grant awards are aligned with the City's strategic planning goals adopted in 2021, as follows:

- *Financially sound and responsible City, providing services valued by the community*
- *Investment in upgrading City infrastructure and facilities*
- *Your hometown in Broward County – A vibrant and sustainable community*
- *Opportunities for leisure and cultural experiences*

#### **FUNDING PROCESS**

Each year, the City Commission will establish the total amount of available funding for the DBCGP during the budget process, with guidance and input from the City Manager and Finance Director. This amount will drive the not-to-exceed individual award amount and total number of awards, which will be noticed on the City's website once the application cycle has begun.

#### **APPLICATION CYCLE**

The application cycle for the program begins on October 1 each year. Completed applications are due by November 30 or as otherwise outlined in the public notice published on the City's website. Awards will be announced by early February.

#### **ELIGIBILITY**

The City of Dania Beach may, at the discretion of the City Commission, provide direct monetary grants, donations, or contributions to local non-profit organizations who demonstrate their eligibility based on the following criteria:

- Initiate or deliver programs and services to the residents of Dania Beach; or
- Provide events of local significance, which could be expected to bring economic, public relations, or social benefit to the City, including promoting environmental awareness, educational excellence, expansion of the arts, or scientific research; or

- Provide programs and services to address any urgent and pressing events and natural disasters (i.e. public health crisis, tropical weather events)

Grants may be provided to eligible applicants for:

- General operating and capital expenses including administrative costs and program-related expenses
- Activities/functions generally occurring within City boundaries
- Programs/activities/functions addressing a community need, responding to an underserved demand, or contributing to the positive image of the City

#### *Ineligible Organizations*

The DBCGP will not support and considers ineligible the following:

- Non-profit organizations without a tax-exempt status
- For-profit organizations
- Private foundations
- Organizations or programs designed to influence legislation or elect candidates to public office
- Faith-based organizations that intend to use funding to promote a particular religious faith, creed or doctrine
- Community or event advertising
- Student trips or exchange programs

#### *Disallowed Expenditures*

The following is a list of disallowed expenditures which is not intended to be all-inclusive. The City may, at its sole discretion, determine that an expenditure is not valid at any time during the application, award, and/or expenditure cycle.

- On a retroactive basis for events that have already occurred
- To support programs or services which are operated under the authority of another level or unit of government
- Donations to general charitable causes that have no observable benefit to the City or its residents
- For debt retirement
- To an applicant that has an overdue amount owing to the City
- Cell phones, smartphones, and similar electronic devices, including service costs to support such devices
- Proposal preparation
- Pre-award costs
- Entertainment (i.e. disc jockey, band, performers for social events)
- Out-of-state travel; non-local travel expenses
- Gift cards
- Purchase/lease of facilities and/or vehicles (e.g., buildings, buses, vans)
- Land acquisition
- Furniture
- Honorariums for presenters/speakers
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)

- Any expenditures not aligned with the City’s adopted strategic plan and/or the core purpose and intentions of the Community Grants Program

#### *Restrictions*

- Organizations can only submit one funding application per year
- If the programs or services proposed in the organization’s application are not commenced or not completed within the current fiscal year and there remain City’s funds on hand, or are completed without requiring the full use of the City’s funds, the balance of the contributed funds must be returned to the City
- The granting of assistance in any year is not to be considered a commitment to providing grant funding assistance in a future year
- Funding is provided only for the sole purpose for which it was awarded within the current fiscal year

### **APPLICATION PROCESS**

The requirements listed below will be used as conditions when screening the applications to indicate whether the application is completed in full. Each organization applying is required to provide:

- Completed application executed by President/CEO/Chairperson
- Detailed itemized budget for current budget year
- Copy of IRS letter or certificate verifying tax exempt status
- Copies of IRS filings/returns for last three years (if applicable)
- Proof of active corporate registration status (Sunbiz.org)
- Current copy of IRS Form W-9
- List of Board of Directors
- Articles of Incorporation
- A statement of the organization’s goals and objectives and how the specific funding request is aligned with the City’s adopted strategic plan
- A description of how the organization intends to measure the success of the program or service if the funding request is approved
- Demonstrated need for financial assistance
- If organizations are requesting grant funding for a specific event/project, they must provide a budget for the event/project
- That adequate funding for the programs or services is not available from other sources

Additional documents that may be required during the application review process:

- Audited financial statement along with an audit opinion for the most recent fiscal year; **OR**
- Unaudited financial statement along with a certified statement from the organization’s President/CEO/Chairperson and Treasurer.

### **REVIEW PROCESS**

Applications that demonstrate a surplus as shown on the income statement of the event or program being hosted will not be considered. Staff will review the remaining applications using the

requirements as conditions when screening each application to distinguish whether the application meets the requirements and should be considered for funding. Staff will only bring forward applications that meet the minimum requirements stated in the policy.

A report summarizing the eligible submissions will be submitted by staff to the City Manager for review and placement on a City Commission meeting agenda. Applicants will be advised of the scheduled meeting date at which their application will be considered.

Grant recipients will be required to acknowledge the support of the City of Dania Beach in all advertising, publicity, programs, and signage for which funds are granted. The recipient may not represent the City as a partner or hold the City responsible for any obligations relating to the grant initiative. Additionally, the City shall not be held liable for claims against a recipient in connection with a program, project, initiative, or event funded by a City grant award.

If at any time, it is determined that an applicant knowingly provided false information (whether material in nature) in an attempt to obtain a City financial contribution will be permanently disqualified from the program.

## **PROGRAM REQUIREMENTS & MONITORING**

Upon award notification and prior to disbursement of award, recipients must execute a binding Agreement that outlines the grant conditions between the City and recipient. Additional information may be required at the City's discretion, based on the usage of funds.

Recipients will be required to maintain detailed documentation of all grant expenditures. Failure to comply with this requirement may result in disqualification from future grant cycles.

All expenditures must be completed by September 30<sup>th</sup>. If the expenditure of funds is delayed due beyond unforeseen circumstances, the recipient must make a request in writing to the City Manager to extend past the expenditure deadline for the particular award cycle.

## **FINAL REPORT**

Recipients must submit a Final Report to the City Manager's office by October 15<sup>th</sup>. The report will indicate the amount of funds received, use of the funds, and any other information or images that show the direct benefit to the community. Failure to submit a Final Report may result in disqualification from future grant cycles.

## **EFFECTIVE DATE**

This policy shall become effective upon adoption by the City Commission.

## **EXHIBIT B**

### **City of Dania Beach City Commission Discretionary Funds Use Policy**

#### **PURPOSE**

In fiscal year 2021-22, the City Commission established, through the annual budget process, Discretionary Funds accounts for each City Commissioner, to be invested in community projects and initiatives. The purpose of this policy is to establish formal guidelines for the use of Discretionary Funds by City Commissioners.

Where not provided for in this policy, the use of Discretionary Funds must follow the terms of the Community Grants Policy and any other applicable City policies.

In no way should the use of Discretionary Funds circumvent the Community Grants Policy, whether intentional or not.

Finally, the goal of the policy is to provide the same transparency and accountability as the Community Grant Program, and all expenditure of Discretionary Funds shall be aligned with the City's adopted strategic planning goals.

#### **ANNUAL DISCRETIONARY FUND AMOUNT**

Each year, through the annual budget process, the City Commission will establish the total amount of Discretionary Funds available and the amount per City Commissioner.

#### **APPROVAL PROCESS**

Any encumbrance or expenditure of Discretionary Funds ~~shall first be approved via consensus of the City Commission at a public meeting~~ must be formally approved by the City Commission prior to obligation. All requests must be placed on the City Commission Meeting Agenda using the Discretionary Funds Use Request Form (attached to this policy as Appendix I), which form may be amended from time to time by the City Administration. The agenda item/request must also include the appropriate supporting information (nonprofit information, back-up to support funding request) for review by the City Administration.

#### **PROCUREMENT**

The Finance Department is responsible for all procurement-related aspects to ensure satisfaction of all purchasing policy items. The use of discretionary funds shall not in any way circumvent any City policy. This includes, but is not limited to, obtaining required verbal/written quotes, vendor registrations, issuance of purchase orders, and payments.

#### **ELIGIBLE RECIPIENTS**



In most cases, eligibility is aligned with the terms of the City's Community Grants Program. The following list of eligible entities is not all-inclusive:

- Active not-for-profit organizations
- Faith-based organization that do not use funding to promote a particular religious faith, creed, or doctrine
- Schools
- After School Programs
- Community Associations

### **ELIGIBLE USES OF DISCRETIONARY FUNDS**

In most cases, eligibility is aligned with the terms of the City's Community Grants Program. The following list of eligible uses of discretionary funds is not all-inclusive:

- General operating and capital expenses including administrative costs and program-related expenses
- Activities/functions generally occurring within City boundaries
- Programs/activities/functions addressing a community need, responding to an underserved demand, or contributing to the positive image of the City

### **PROGRAM RESTRICTIONS**

Funding may be allocated to an organization only once in a particular fiscal year.

The award of Discretionary Funds in a fiscal year is not to be considered a commitment to providing funding in a future year.

An organization may only receive either a Community Grant or Discretionary Funds in a particular fiscal year, but not from both programs in the same year.

### **EFFECTIVE DATE**

This policy shall become effective upon adoption by the City Commission.

APPENDIX I



**City of Dania Beach  
Discretionary Funds Use  
Request Form**

Requestor: \_\_\_\_\_ Request Date: \_\_\_\_\_ Agenda Date: \_\_\_\_\_

Recipient: \_\_\_\_\_ Request Amount: \_\_\_\_\_

Brief description of Recipient's mission/commitment to the City of Dania Beach:

Description of how the funds will be used/deliverables:

Submitted by: \_\_\_\_\_ Date of submission: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
Legal

\_\_\_\_\_  
Finance

\_\_\_\_\_  
City Manager



## City of Dania Beach Public Services Memorandum

**DATE:** 10/7/2024

**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: RESOLUTION AUTHORIZING THE CITY TO UTILIZE THE  
CONTRACT BETWEEN CHRISTMAS DESIGNERS INC. AND THE CITY  
OF SARASOTA CONTRACT FOR THE PROVISION AND  
INSTALLATION OF HOLIDAY DECORATIONS**

---

**Request:**

City administration is requesting the adoption a resolution authorizing the Public Services Department (PSD) to waive the formal process for the procurement of holiday decorations at a cost not to exceed \$220,000 and exceed the City's \$50,000 vendor threshold utilizing the City of Sarasota contract (Bid No. 24-35SP) with Christmas Designers (CD).

**Background:**

As the City continues to make improvements to further enhance the quality of life of all residents and its image to visitors, holiday decorations will play an important role. This coming holiday season will feature three-dimensional gift boxes and holiday images outfitted with LED lights, as well as garlands mounted on streetlight posts along the Dania Beach Boulevard (east of US1) and Stirling Road (sections within City boundaries) corridors.

The previous holiday season's lit decorations along our main corridors' medians have been a success due primarily to the competent and reliable work of the vendor used by the City, Christmas Designers (CD). The City of Sarasota executed a contract with CD in July 2024 for a three-year period with the option of a two additional one-year terms. Sarasota and CD have both approved the use of the contract for the term noted. PSD has determined that the use of CD's Contract services can be obtained at the least cost to the City. The proposal provided by CD based on the Sarasota agreement rates.

The Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts more than the established monetary threshold without competitive bidding and without advertisement for bids if he or she is authorized to do so in advance by a resolution adopted by the City Commission.

**Budgetary Impact**

Funding for this expenditure in an amount not to exceed \$220,000 will be appropriated in the fiscal year 2024/2025, the City Manager's recommended budget in the City's Facilities Maintenance Fund Contractual Services Account No. 505-39-02-539-34-10. The specific cost for the 2024/25 holiday season decorations will be based on the proposal for the median decorations as well as trees and light posts to be decorated along Dania Beach Boulevard (east of US1) and Stirling Road, applying the CD contract rates.

**Recommendation**

PSD recommends the adoption of the attached resolution authorizing PSD to utilize the City of Sarasota contract with Christmas Designers for a for a three-year period with the option of a two additional one-year terms to furnish and install holiday decorations in various locations, including City Hall, some of our parks building frontages, the Ocean Park pier and along the city's main corridors. Additionally, authorization to exceed the \$50,000 annual single vendor threshold is requested.

**RESOLUTION NO. 2024-\_\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING FOR THE FURNISHING AND INSTALLATION OF HOLIDAY DECORATIONS FROM RILEIGHS OUTDOORS, LLC D/B/A CHRISTMAS DESIGNERS FLORIDA, UNDER THE CITY OF SARASOTA AGREEMENT, AT A COST NOT TO EXCEED TWO HUNDRED AND TWENTY THOUSAND DOLLARS (\$220,000.00) FOR FISCAL YEAR 2024-25; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission; and

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

**WHEREAS**, the City Administration has directed the Public Services Department (PSD) to provide high quality and aesthetically appealing holiday decorations along the City’s main corridors; and

**WHEREAS**, PSD has utilized Christmas Designers Florida (CDF) for the furnishing and installation of holiday decorations (the “Services”) in past holiday seasons and is satisfied with their performance and pricing; and

**WHEREAS**, PSD is requesting City Commission approval to waive competitive bidding and utilize the City of Sarasota agreement with CDF pursuant to Request for Proposals (RFP) No. 24-35SP, for the Services for the term of the agreement, provided funding is available and appropriated; and

**WHEREAS**, the City Administration recommends that the City Commission authorize the waiver of competitive bidding and to utilize CDF under the City of Sarasota agreement for the provision of the Services.

**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 Agreement with Rileighs Outdoors, LLC D/B/A Christmas Designers Florida for the Services in an amount not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) for fiscal year 2024-25, which Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

**Section 3.** That the City may utilize the City of Sarasota agreement pursuant to RFP No. 24-35SP for future fiscal years in which the Services are needed, for as long as the agreement is still in effect, in an amount that exceeds the annual vendor threshold of Fifty Thousand Dollars (\$50,000.00).

**Section 4.** That funding for the Services is appropriated and available within the Facilities Maintenance Fund Contractual Services Account 505-39-02-539-34-10.

**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 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 \_\_\_\_\_

SIGNATURES ON THE FOLLOWING PAGE

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 RILEIGHS OUTDOORS, LLC D/B/A CHRISTMAS DESIGNERS FLORIDA TO PROVIDE HOLIDAY DECORATIONS ALONG THE CITY'S MAIN CORRIDORS UNDER THE CITY OF SARASOTA SOLICITATION NO. 24-35SP.**

This is an Agreement ("Agreement") dated \_\_\_\_\_, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Rileighs Outdoors, LLC d/b/a Christmas Designers Florida ("Contractor"), a foreign limited liability company authorized to conduct business in Florida with a local mailing address of 3124 Northwest 16 Street, Pompano Beach, Florida 33064.

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

1. The current Agreement issued under Solicitation No. 24-35SP between the City of Sarasota and the Contractor, along with the Bid Packet for the aforementioned solicitation, are attached as composite Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any entity for such purchases, then Contractor shall provide such lower rates to the City.
2. The term of this Agreement shall be through September 30, 2027.
3. Any reference to "City" throughout the Agreement in composite Exhibit A, shall mean the City of Dania Beach.
4. Any reference to the City Clerk of the City of Sarasota in Section 8, "Public Records" of composite Exhibit A, shall be replaced with the City Clerk for Dania Beach, Elora Riera, MMC, City of Dania Beach 100 W. Dania Beach Blvd, Dania Beach, Florida 33004, [eriera@daniabeachfl.gov](mailto:eriera@daniabeachfl.gov).
5. Any insurance policy required pursuant to Section 29, "Insurance" of composite Exhibit A, would name the City of Dania Beach as additional insured under this Agreement. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this Agreement.
6. The cost for the median decorations, trees and light posts to be decorated along Dania Beach Boulevard (east of US #1) and Striling Road, will be a not-to-exceed amount of \$220,000.00.
7. That in all other respects, the terms of composite Exhibit "A" apply to this Agreement.



**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

**CONTRACTOR:**  
**Rileighs Outdoors, LLC d/b/a Christmas**  
**Designers Florida**

**WITNESSES:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT Name**

\_\_\_\_\_  
Title

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Rileighs Outdoors, LLC d/b/a Christmas Designers Florida. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida

**LEGEND**

Explanation of symbols  
on General Terms page

# PROPOSAL

## CITY OF DANIA BEACH

Installation Address: 1201 Stirling Road, Dania Beach FL 33004



### AREA 1 – FEDERAL HIGHWAY

**Total 21.29 Amps**

For each of the fifty-one (51) FDOT Light Poles, located on Federal Highway going South from Old Griffin Road to Sheridan Street, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |              |
|-----|---------------------------------------------------|--------------|
| 408 | Commercial-grade LED light sets <b>Pure White</b> | \$ 13,056.00 |
| 102 | Commercial-grade LED light sets <b>Green</b>      | \$ 3,264.00  |
|     | Equipment Charge                                  | \$ 1,530.00  |

For each of the eighteen (18) FDOT Light Poles, additional with power to be added, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |             |
|-----|---------------------------------------------------|-------------|
| 144 | Commercial-grade LED light sets <b>Pure White</b> | \$ 4,608.00 |
| 36  | Commercial-grade LED light sets <b>Green</b>      | \$ 1,152.00 |
|     | Equipment Charge                                  | \$ 540.00   |

**TOTAL AREA 1** **\$ 24,150.00**

### AREA 2 – DANIA BEACH BLVD

**Total 5.01 Amps**

For each of the twelve (12) Light Poles, of total twenty-five, located on Dania Beach Boulevard from US1 going East to the last building, Motel 6, on the North Side, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 96 | Commercial-grade LED light sets <b>Pure White</b> | \$ 3,072.00 |
| 24 | Commercial-grade LED light sets <b>Green</b>      | \$ 768.00   |
|    | Equipment Charge                                  | \$ 360.00   |

**TOTAL AREA 2** **\$ 4,200.00**

The material contained herein is the property of Holiday Outdoor Decor.  
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CITY OF DANIA BEACH

Page 1 of 13

### **AREA 3 – GRIFFIN RD**

**Total 31.55 Amps**

For each of twenty-five (25) Light Poles, of total sixty-seven, located from Griffin Road West of I95 to State Road 7, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |             |
|-----|---------------------------------------------------|-------------|
| 300 | Commercial-grade LED light sets <b>Pure White</b> | \$ 9,600.00 |
| 50  | Commercial-grade LED light sets <b>Green</b>      | \$ 1,600.00 |
|     | Equipment Charge                                  | \$ 1,250.00 |

For twenty-nine (29) Light Poles, located from Griffin Road and Federal Highway to I95, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |              |
|-----|---------------------------------------------------|--------------|
| 348 | Commercial-grade LED light sets <b>Pure White</b> | \$ 11,136.00 |
| 58  | Commercial-grade LED light sets <b>Green</b>      | \$ 1,856.00  |
|     | Equipment Charge                                  | \$ 1,450.00  |

For forty-four (44) Light Poles, additional with power to be added, we will wrap up the pole with twelve (12) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |              |
|-----|---------------------------------------------------|--------------|
| 528 | Commercial-grade LED light sets <b>Pure White</b> | \$ 16,896.00 |
| 88  | Commercial-grade LED light sets <b>Green</b>      | \$ 2,816.00  |
|     | Equipment Charge                                  | \$ 2,200.00  |

|                     |                     |
|---------------------|---------------------|
| <b>TOTAL AREA 3</b> | <b>\$ 48,804.00</b> |
|---------------------|---------------------|

## **AREA 4 – STIRLING RD**

**Total 7.93 Amps**

For twenty-five (25) Light Poles, of total thirty-eight, located on Stirling Road East and Federal Highway/US1 going West to North Park Road, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |             |
|-----|---------------------------------------------------|-------------|
| 200 | Commercial-grade LED light sets <b>Pure White</b> | \$ 6,400.00 |
| 50  | Commercial-grade LED light sets <b>Green</b>      | \$ 1,600.00 |
|     | Equipment Charge                                  | \$ 750.00   |

For six (6) Light Poles, additional with power to be added, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 48 | Commercial-grade LED light sets <b>Pure White</b> | \$ 1,536.00 |
| 16 | Commercial-grade LED light sets <b>Green</b>      | \$ 512.00   |
|    | Equipment Charge                                  | \$ 180.00   |

**TOTAL AREA 4** **\$ 10,978.00**

## **AREA 5 – SHERIDAN**

**Total 7.93 Amps**

For nineteen (19) Light Poles, located on Sheridan, we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |             |
|-----|---------------------------------------------------|-------------|
| 152 | Commercial-grade LED light sets <b>Pure White</b> | \$ 4,864.00 |
| 38  | Commercial-grade LED light sets <b>Green</b>      | \$ 1,216.00 |
|     | Equipment Charge                                  | \$ 570.00   |

**TOTAL AREA 5** **\$ 6,650.00**

## **AREA 6 – WEST DANIA BEACH BLVD**

**Total 5.43 Amps**

For thirteen (13) Light Poles, located West Dania Beach Blvd., we will wrap up the pole with eight (8) **Pure White** Commercial-grade LED light sets and at the top do a Color Band with two (2) **Green** Commercial-grade LED light sets.

|     |                                                   |             |
|-----|---------------------------------------------------|-------------|
| 104 | Commercial-grade LED light sets <b>Pure White</b> | \$ 3,328.00 |
| 26  | Commercial-grade LED light sets <b>Green</b>      | \$ 832.00   |
|     | Equipment Charge                                  | \$ 390.00   |

**TOTAL AREA 6** **\$ 4,550.00**

## **AREA 7 – US1 & GRIFFIN RD**

**Total 10.98 Amps**



For each of the six (6) Foxtail Palms, we will wrap up the trunks with eight (8) **Blue** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with six (6) **Pink** LED Frond Sets.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 48 | LED 70 light 4" spacing light sets CC <b>Blue</b> | \$ 1,536.00 |
| 36 | LED Frond Sets <b>Pink</b>                        | \$ 1,008.00 |
|    | Equipment charge                                  | \$ 360.00   |

For each of the nine (9) Bottle Palms, we will wrap up the trunks with six (6) **Yellow** Commercial connect LED 70 light 4" spacing light sets.

|    |                                                     |             |
|----|-----------------------------------------------------|-------------|
| 54 | LED 70 light 4" spacing light sets CC <b>Yellow</b> | \$ 1,728.00 |
|----|-----------------------------------------------------|-------------|

For each of the five (5) Medjool Palms, we will wrap up the trunks with ten (10) **Blue** Commercial connect LED 70 light 4" spacing light sets and light up the fronds with fifteen (15) **Pink** LED Frond Sets.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 50 | LED 70 light 4" spacing light sets CC <b>Blue</b> | \$ 1,600.00 |
| 75 | LED Frond Sets <b>Pink</b>                        | \$ 2,100.00 |
|    | Equipment Charge                                  | \$ 750.00   |

|                     |  |                    |
|---------------------|--|--------------------|
| <b>TOTAL AREA 7</b> |  | <b>\$ 9,082.00</b> |
|---------------------|--|--------------------|

## **AREA 8 – CITY HALL/CITY CENTER**

Total 74.84 Amps



Above the Fountain in the cul-de-sac area of City Hall, we will install one (1) 44' Christmas Tree lit with LED 5mm Warm White lit sets and decorated in Silver Ornament Package with Pink, Gold, Blue gift packages and a 6' 3D Snowburst Tree Topper. We will also install one (1) 8'x6' LED Silhouette Kinara and one (1) 8'x5' LED Silhouette Menorah.

|   |                                                 |              |
|---|-------------------------------------------------|--------------|
| 1 | 44' Tree LED decorated w/4' 3D Snowburst Topper | \$ 40,394.00 |
| 1 | 8'H x 6'W LED Silhouette Kinara                 | \$ 500.00    |
| 1 | 8'H x 5'W LED Silhouette Menorah                | \$ 500.00    |

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CITY OF DANIA BEACH

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For each of the eight (8) Medjool Palms, located in the Main Entrance, we will wrap up the trunks with ten (10) Warm White Commercial connect LED 70 light 4" spacing light sets and at the top do a 12" Color Band using two (2) **Red** Commercial connect LED 70 light 4" spacing light sets.

|    |                                                  |             |
|----|--------------------------------------------------|-------------|
| 80 | LED 70 light 4" spacing light sets CC Warm White | \$ 2,560.00 |
| 16 | LED 70 light 4" spacing light sets CC <b>Red</b> | \$ 512.00   |
|    | Equipment Charge                                 | \$ 400.00   |

For each of the twelve (12) Light Poles, located around the Entrance roundabout, we will install one (1) 18' x 14" LED lit Garland decorated in Colors of the Holiday with an 18" Red Velvet with Gold Trim Bow on top.

|    |                                                  |             |
|----|--------------------------------------------------|-------------|
| 12 | 18' x 14" LED Garland, COTH w/18" Red Velvet Bow | \$ 3,960.00 |
|----|--------------------------------------------------|-------------|

For the one (1) Clocktower, located in the middle of the entrance roundabout, we will install one (1) 18' x 14" LED lit Garland decorated in Colors of the Holiday with two 18" Red Velvet with Gold Trim Bows on top.

|   |                                                     |           |
|---|-----------------------------------------------------|-----------|
| 1 | 18' x 14" LED Garland, COTH w/2-18" Red Velvet Bows | \$ 370.00 |
|---|-----------------------------------------------------|-----------|





For the Main Wall, located as you enter the building entrance, we will install one (1) 60" LED lit Wreath decorated in Colors of the Holiday with a 24" Red Velvet with Gold Trim Bow.

|   |                                                        |    |        |
|---|--------------------------------------------------------|----|--------|
| 1 | 60" LED Wreath, decorated in COTH w/24" Red Velvet Bow | \$ | 260.00 |
|---|--------------------------------------------------------|----|--------|

|                     |  |           |                  |
|---------------------|--|-----------|------------------|
| <b>TOTAL AREA 8</b> |  | <b>\$</b> | <b>49,456.00</b> |
|---------------------|--|-----------|------------------|

## **AREA 9 – PARKS**

**Total 9.74 Amps**



For the CW Thomas Park Entrance, we will outline the front lower fascia including the peak with a total 100' of C7 12" spacing green cord light line with Warm White LED bulbs.

|      |                                                  |           |
|------|--------------------------------------------------|-----------|
| 100' | C7 12" spacing green cord w/Warm White LED bulbs | \$ 600.00 |
|------|--------------------------------------------------|-----------|



For the PJ Meli Park Entrance, we will outline the front of the building with a total of 80' of C7 12" spacing green cord light line with Warm White LED bulbs.

|     |                                                  |           |
|-----|--------------------------------------------------|-----------|
| 80' | C7 12" spacing green cord w/Warm White LED bulbs | \$ 480.00 |
|-----|--------------------------------------------------|-----------|



For the Frost Park Entrance, we will outline the front lower fascia including the peak with a total 100' of C7 12" spacing green cord light line with Warm White LED bulbs.

|                                                       |           |
|-------------------------------------------------------|-----------|
| 100' C7 12" spacing green cord w/Warm White LED bulbs | \$ 600.00 |
|-------------------------------------------------------|-----------|

|                     |                    |
|---------------------|--------------------|
| <b>TOTAL AREA 9</b> | <b>\$ 1,680.00</b> |
|---------------------|--------------------|

### **AREA 10 – PIER**

Total 142.09 Amps



For the Pier Entrance, we will outline the Arch with a total 25' C7 **6" spacing** green cord light line with Pure White LED bulbs.

|                                                                          |           |
|--------------------------------------------------------------------------|-----------|
| 25' C7 <b>6" spacing</b> green cord light line with Pure White LED bulbs | \$ 175.00 |
|--------------------------------------------------------------------------|-----------|



*Picture is from the 2021 Season*

For each of the two (2) sides of the Pier, we will install 2030' of C7 12" spacing green cord light line with **Pure White** and **Blue** LED Bulbs. The light line will be swaged and installed in double layer on each side, 1015 of Pure White and 1015 of Green.

|                                                                             |             |
|-----------------------------------------------------------------------------|-------------|
| 2030' C7 12" spacing green cord light line with <b>Pure White</b> LED bulbs | \$ 8,120.00 |
| 2030' C7 12" spacing green cord light line with <b>Blue</b> LED bulbs       | \$ 8,120.00 |

|                      |                     |
|----------------------|---------------------|
| <b>TOTAL AREA 10</b> | <b>\$ 16,415.00</b> |
|----------------------|---------------------|

### **AREA 11 – I.T. PARKER FACADE**

Total 9.22 Amps



We will outline the front fascia of the building with 265' of C7 12" spacing green cord light line with Warm White LED bulbs.

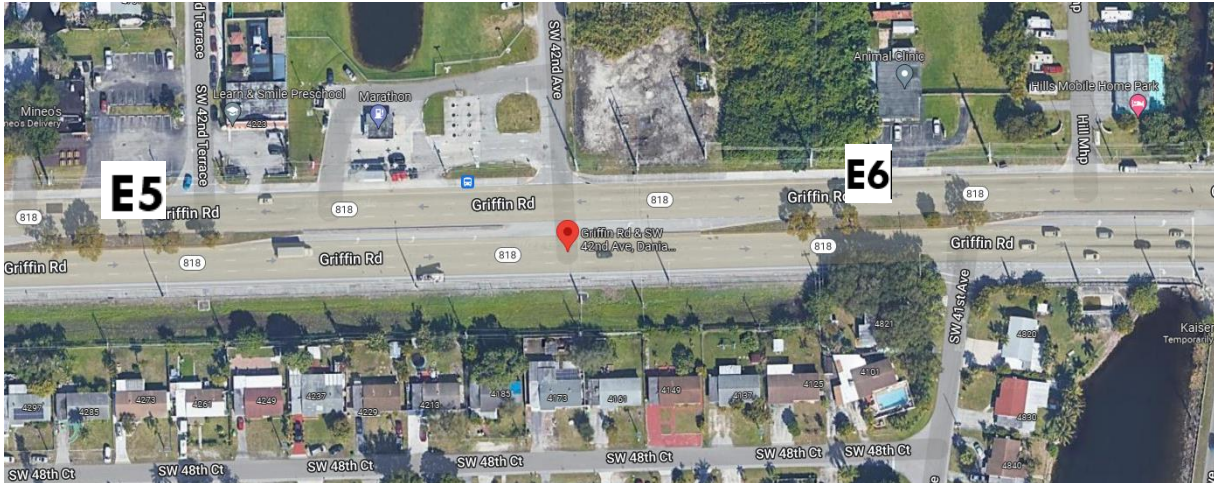
|                                                                  |             |
|------------------------------------------------------------------|-------------|
| 265' C7 12" spacing green cord light line w/Warm White LED bulbs | \$ 1,590.00 |
|------------------------------------------------------------------|-------------|

|                      |                    |
|----------------------|--------------------|
| <b>TOTAL AREA 11</b> | <b>\$ 1,590.00</b> |
|----------------------|--------------------|

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CITY OF DANIA BEACH

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## **AREA 12 – EXHIBIT E5 – GRIFFIN RD/SW 42<sup>ND</sup> TERRACE MEDIAN**

**Total 6.46 Amps**

For the one (1) Monument Sign, we will outline the sign with 40' of C7 6" spacing white cord light line with Pure White LED bulbs.

40' C7 6" spacing white cord light line w/**PW** LED bulbs \$ 240.00



We will install two (2) 2D LED “D” Displays, located within the median facing either direction to appeal to both sides of the road. Each piece will have sixteen (16) pieces of PVC Garland w/LED White Lights for a total of thirty-two (32) pieces.

2 LED 2D “D” Displays as described above \$ 6,400.00

**TOTAL AREA 12 \$ 6,640.00**

### **AREA 13 – EXHIBIT E6 – GRIFFIN RD/42<sup>nd</sup> AVE MEDIAN**

Total 6.24 Amps



We will install one (1) 3'8" W x 4'10" H LED Gold Ribbon Package display and one (1) 3'8" W x 6" H LED Pink Ribbon Package Display. Each piece will have eight (8) pieces of PVC Garland w/LED White Lights for a total of sixteen (16) pieces.

|   |                                            |             |
|---|--------------------------------------------|-------------|
| 1 | LED Gold Ribbon Package as described above | \$ 1,600.00 |
| 1 | LED Pink Ribbon Package as described above | \$ 1,600.00 |

**TOTAL AREA 13** **\$ 3,200.00**

### **AREA 14 – EXHIBIT I – MEDIAN EAST OF 95**

Total 6.51 Amps

For each of the four (4) Royal Palms, we will wrap the trunks up to the boot with eighteen (18) **Pure White** Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) **Blue** Commercial-grade LED light sets. We will light up the fronds with ten (10) Pure White LED Frond Sets.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 72 | Commercial-grade LED light sets <b>Pure White</b> | \$ 2,304.00 |
| 8  | Commercial-grade LED light sets <b>Blue</b>       | \$ 256.00   |
| 40 | LED Frond Sets <b>Pure White</b>                  | \$ 1,120.00 |
|    | Equipment Charge                                  | \$ 400.00   |

For each of the nine (9) Alexander Palms, we will wrap the trunks up to the boot with three (3) **Pure White** Commercial-grade LED light sets and at the top do a 12" Color Band using one (1) **Blue** Commercial-grade LED light set.

|    |                                                   |           |
|----|---------------------------------------------------|-----------|
| 27 | Commercial-grade LED light sets <b>Pure White</b> | \$ 864.00 |
| 9  | Commercial-grade LED light sets <b>Blue</b>       | \$ 288.00 |

**TOTAL AREA 14** **\$ 5,232.00**

## **AREA 15 – EXHIBIT H – MEDIAN WEST OF 95**

**Total 6.26 Amps**

For each of the four (5) Royal Palms, we will wrap the trunks up to the boot with eighteen (18) **Pure White** Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) **Blue** Commercial-grade LED light sets.  
We will light up the fronds with ten (10) **Pure White** LED Frond Sets.

|                      |                                                   |                    |
|----------------------|---------------------------------------------------|--------------------|
| 90                   | Commercial-grade LED light sets <b>Pure White</b> | \$ 2,880.00        |
| 10                   | Commercial-grade LED light sets <b>Blue</b>       | \$ 320.00          |
| 50                   | LED Frond Sets <b>Pure White</b>                  | \$ 1,400.00        |
|                      | Equipment Charge                                  | \$ 500.00          |
| <b>TOTAL AREA 15</b> |                                                   | <b>\$ 5,100.00</b> |

## LEGEND

Explanation of symbols  
on General Terms page

# PROPOSAL

## CITY OF DANIA BEACH

Installation Address: 1201 Stirling Road, Dania Beach FL 33004



### AREA 1 – STIRLING RD AND SW 1<sup>ST</sup> CT



For each of the two (2) Royal Palms, we will wrap up the trunks with ten (10) **Pure White** Commercial connect LED 70 light 4" spacing light sets and at the top do a 12" Color Band using two (2) **Blue** Commercial-grade LED light sets.

We will install one (1) 3'8" W x 4'10" H LED Gold Ribbon Package display and one (1) 3'8" W x 6" H LED Pink Ribbon Package Display. Each piece will have eight (8) pieces of PVC Garland w/LED White Lights for a total of sixteen (16) pieces.

|    |                                                         |             |
|----|---------------------------------------------------------|-------------|
| 20 | LED 70 light 4" spacing light sets CC <b>Pure White</b> | \$ 640.00   |
| 4  | LED 70 light 4" spacing light sets CC <b>Blue</b>       | \$ 128.00   |
| 20 | LED Frond Sets <b>Pure White</b>                        | \$ 640.00   |
| 1  | LED Gold Ribbon Package as described above              | \$ 1,600.00 |
| 1  | LED Pink Ribbon Package as described above              | \$ 1,600.00 |
|    | Equipment Charge                                        | \$ 200.00   |

**END AREA 1**

**\$ 4,808.00**

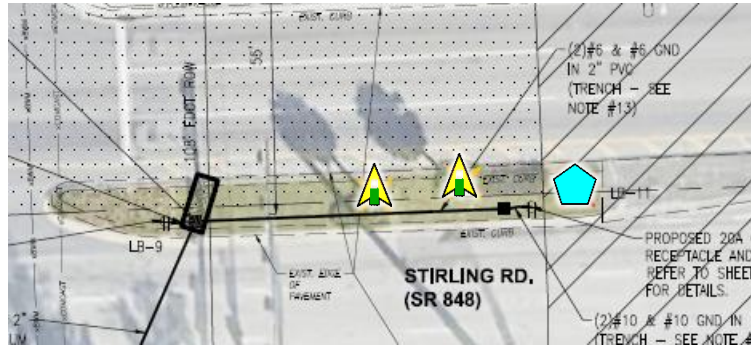
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CITY OF DANIA BEACH

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## AREA 2 – STIRLING RD AND S BRYAN RD



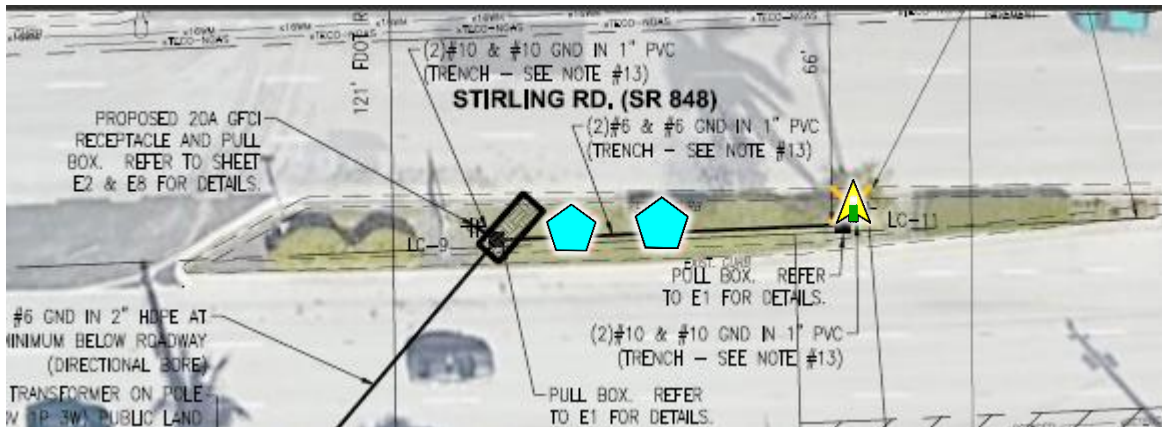
For each of the two (2) Sable Palms, we will wrap the trunks with six (6) **Pure White** Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) **Blue** Commercial-grade LED light sets.

We will install one (1) 3'8" W x 4'10" H LED Gold Ribbon Package Display with eight (8) pieces of PVC Garland w/LED Warm White Lights on the west end of the median.

|    |                                                         |             |
|----|---------------------------------------------------------|-------------|
| 12 | LED 70 light 4" spacing light sets CC <b>Pure White</b> | \$ 384.00   |
| 4  | LED 70 light 4" spacing light sets CC <b>Blue</b>       | \$ 128.00   |
| 1  | LED Gold Ribbon Package as described above              | \$ 1,600.00 |

**END AREA 2** **\$ 2,112.00**

## AREA 3 – STIRLING RD AND SW 11<sup>TH</sup> AVE



For each of the one (1) Royal Palms, we will wrap the trunks up to the boot with TEN (10) **Pure White** Commercial-grade LED light sets and at the top do a 12" Color Band using two (2) **Blue** Commercial-grade LED light sets.

We will light up the fronds with ten (10) Pure White LED Frond Sets.

We will install one (1) 3'8" W x 4'10" H LED Gold Ribbon Package display and one (1) 3'8" W x 6" H LED Pink Ribbon Package Display. Each piece will have eight (8) pieces of PVC Garland w/LED White Lights for a total of sixteen (16) pieces.

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 10 | Commercial-grade LED light sets <b>Pure White</b> | \$ 320.00   |
| 2  | Commercial-grade LED light sets <b>Blue</b>       | \$ 64.00    |
| 10 | LED Frond Sets <b>Pure White</b>                  | \$ 320.00   |
| 1  | LED Gold Ribbon Package as described above        | \$ 1,600.00 |
| 1  | LED Pink Ribbon Package as described above        | \$ 1,600.00 |
|    | Equipment Charge                                  | \$ 100.00   |

**END AREA 3**

**\$ 4,004.00**

|    |                                                   |             |
|----|---------------------------------------------------|-------------|
| 60 | Commercial-grade LED light sets <b>Pure White</b> | \$ 1,920.00 |
| 12 | Commercial-grade LED light sets <b>Blue</b>       | \$ 384.00   |
| 60 | LED Frond Sets <b>Pure White</b>                  | \$ 1,680.00 |
|    | Equipment Charge                                  | \$ 600.00   |

|   |                                            |             |
|---|--------------------------------------------|-------------|
| 1 | LED 2D "D" Displays as described above     | \$ 3,200.00 |
| 1 | LED Pink Ribbon Package as described above | \$ 1,600.00 |

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[illegible]

|   |                                            |             |
|---|--------------------------------------------|-------------|
| 1 | LED Gold Ribbon Package as described above | \$ 1,600.00 |
| 1 | LED 3D "D" Display as described above      | \$ 3,200.00 |

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## City of Dania Beach Public Services Memorandum

**DATE:** 10/7/2024

**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 AWARD ITB BID NO. 24-021- CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS.

---

### **Request:**

The Public Services Department (PSD) seeks the City Commission's approval to award ITB BID No. ITB-24-021 to FG Construction LLC, Metro Express Inc., The Stout Group, LLC, and Weekley Asphalt Paving, Inc. for "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators".

### **Background:**

The use of "push-button" contractors for street maintenance and rapid repairs is essential for ensuring roadway/traffic safety and infrastructure functionality. PSD also performs preventive maintenance on an ongoing basis, which includes construction and maintenance of concrete curbing, sidewalks, and roadway milling and resurfacing. This project's Invitation to Bid No. ITB-24-021-0-2024 was advertised in the Sun-Sentinel and posted on the City's website and Demand-Star on August 09, 2024. Bids were opened publicly on August 23, 2024, with responses from FG Construction LLC, Metro Express Inc., The Stout Group LLC, and Weekley Asphalt Paving, Inc.

All three contractors were selected to ensure availability of service. PSD has worked with two of the three contractors in recent years and has found them to be effective, reliable and responsive.

### **Budgetary Impact**

Funding will be appropriated from various accounts based on need.

### **Recommendation**

PSD recommends City Commission approval to award ITB BID No. ITB-24-021-0-2024 for "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" to FG Construction LLC, Metro Express Inc., The Stout Group LLC, and Weekley Asphalt Paving, Inc for a period of 3 years.



**RESOLUTION NO. 2024-\_\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID ITB NO. 2024-021-0-2024, ENTITLED "CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS" TO FG CONSTRUCTION LLC, METRO EXPRESS INC., THE STOUT GROUP, LLC AND WEEKLEY ASPHALT PAVING, INC.; AND TO ENTER INTO AGREEMENTS FOR SERVICES THAT MAY EXCEED THE ANNUAL VENDOR THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR EACH FISCAL YEAR THAT THE CONTRACTS ARE IN PLACE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Public Services Department (PSD) regularly undertakes preventive maintenance including construction and maintenance of concrete curbing, sidewalks, as well frequent roadway milling and resurfacing to ensure traffic safety; and

**WHEREAS**, the City has an ongoing need for the rapid repair and maintenance of city streets and parking lots, requiring services such as striping and the installation of lane delineators; and

**WHEREAS**, PSD has identified the need for specialized services to supplement the capacity of in-house resources, particularly for large scale or rapid response projects; and

**WHEREAS**, the City issued Invitation to Bid (ITB) No. ITB-24-021-0-2024, "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators", which was advertised widely and bids were publicly opened on August 23, 2024, with qualifying bids received from FG Construction LLC, Metro Express Inc., The Stout Group LLC and Weekley Asphalt Paving, Inc.; and

**WHEREAS**, PSD recommends that the City Commission approve and authorize the execution of contracts with FG Construction LLC, Metro Express Inc., The Stout Group LLC and Weekley Asphalt Paving, Inc. for the aforementioned services for a period of three years; and

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

**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 agreements with FG Construction LLC, Metro Express Inc., The Stout Group LLC and Weekley Asphalt Paving, Inc. that may exceed \$50,000.00 annually under the terms of ITB No. ITB-24-021-0-2024, in accordance with the schedule of costs attached hereto as composite Exhibit “A” and made a part of this Resolution by this reference.

**Section 3.** That funding for these proposed contracts will be appropriated from several accounts based on need, with payments to be made on an as-needed basis for services rendered.

**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 METRO EXPRESS, INC., A FLORIDA CORPORATION, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.**

This is an Agreement (“Agreement”) dated \_\_\_\_\_, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Metro Express, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 9390 Northwest 109 Street, Medley, Florida 33178.

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

**PUSH BUTTON CONTRACTOR SELECTION:** When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
  - b. Claims based upon negligence or any tort arising out of this Agreement;
  - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
  - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

**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**

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ELORA RIERA, MMC  
CITY CLERK

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ARCHIBALD J. RYAN IV  
MAYOR

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

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ANA M. GARCIA, ICMA-CM  
CITY MANAGER

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EVE A. BOUTSIS  
CITY ATTORNEY

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

**CONTRACTOR:**  
**METRO EXPRESS, INC. a Florida**  
**corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of Metro Express, Inc., a Florida corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND FG CONSTRUCTION, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.**

This is an Agreement (“Agreement”) dated \_\_\_\_\_, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and FG Construction, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 2701 Northwest 55 Court, Tamarac, Florida 33309

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

**PUSH BUTTON CONTRACTOR SELECTION:** When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.
3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.

4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:
  - a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

- b. Claims based upon negligence or any tort arising out of this Agreement;
  - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
  - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.



**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**

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ELORA RIERA, MMC  
CITY CLERK

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ARCHIBALD J. RYAN IV  
MAYOR

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

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ANA M. GARCIA, ICMA-CM  
CITY MANAGER

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EVE A. BOUTSIS  
CITY ATTORNEY

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

**CONTRACTOR:**  
**FG CONSTRUCTION, LLC**  
**a Florida limited liability company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2024

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of FG Construction, LLC, a Florida limited liability company, He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.**

This is an Agreement (“Agreement”) dated \_\_\_\_\_, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

**PUSH BUTTON CONTRACTOR SELECTION:** When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
  - b. Claims based upon negligence or any tort arising out of this Agreement;
  - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
  - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

**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**

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ELORA RIERA, MMC  
CITY CLERK

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ARCHIBALD J. RYAN IV  
MAYOR

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

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ANA M. GARCIA, ICMA-CM  
CITY MANAGER

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EVE A. BOUTSIS  
CITY ATTORNEY

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

**CONTRACTOR:**  
**THE STOUT GROUP, LLC**  
**a Florida limited liability company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND WEEKLEY ASPHALT PAVING, INC., A FLORIDA CORPORATION, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.**

This is an Agreement (“Agreement”) dated \_\_\_\_\_, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Weekley Asphalt Paving, Inc., a Florida corporation (“Contractor”), with its principal mailing address of 20701 Stirling Road, Pembroke Pines, Florida 33332.

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

**PUSH BUTTON CONTRACTOR SELECTION:** When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.



3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
  - b. Claims based upon negligence or any tort arising out of this Agreement;
  - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
  - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report( s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

**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:

---

ANA M. GARCIA, ICMA-CM  
CITY MANAGER

---

EVE A. BOUTSIS  
CITY ATTORNEY

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

**CONTRACTOR:**  
**WEEKLEY ASPHALT PAVING, INC. a**  
**Florida corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_, 2024

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_, 2024 by \_\_\_\_\_, as \_\_\_\_\_ of Weekley Asphalt Paving, Inc., a Florida corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

My Commission Expires:



## City of Dania Beach Community Development Memorandum

**DATE:** 10/7/2024

**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

**SUBJECT:** The City's Public Art Advisory Board terms and term limits

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**Request:**

The Community Development Department is requesting to adopt via ordinance the Public Art Advisory Board terms and term limits as adopted in the Public Art Plan.

**Background:**

The City Commission created a Public Art Advisory Board to assist the City on the use of public art funds and help select artists, artworks and potential locations for art placement. The Board positions currently do not identify board terms or term limits in the ordinance but did so as part of the adopted Public Art Plan. The City desires to update its ordinance to include term limits and furthers the purpose of the Public Art Board.

**Budgetary Impact**

None

**Recommendation**

The Community Development Department is recommending approval of the ordinance for first reading.

**ORDINANCE NO. 2024-\_\_\_\_\_**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE PUBLIC ART ADVISORY BOARD, BY AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, BY AMENDING SECTION 811-130, ENTITLED “PUBLIC ART ADVISORY BOARD,” TO CLARIFY BOARD TERMS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City Commission created a Public Art Advisory Board to assist the City on the use of public art funds and help select artists and art works; and

**WHEREAS**, the Board positions currently do not identify board terms or term limits in the ordinance but did so as part of the Art Board plan, and the City desires to update its ordinance to include the term limits; and

**WHEREAS**, the amendment provides clarity and furthers the purpose of the Public Art Board.

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

**Section 1.** That Article 811 entitled the “Public Art Program,” is amended at Section 811-130, as follows:

**ARTICLE 811. PUBLIC ART PROGRAM**

\* \* \*

**Sec. 811-130. Public Art Advisory Board**

There shall be created a Public Art Advisory Board whose membership, meetings, duties, and other responsibilities are as described below:

- (A) *Membership.* The Board shall be composed of the following members:
- (i) Four (4) board members must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of artwork, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, urban planners, or possess a minimum of a bachelor's degree in said field from an accredited university, or be involved in an art program within the community. Dania Beach residents and Broward County residents will be eligible to serve on the advisory board.

(ii) Three (3) city residents with a strong interest and knowledge of the visual arts; whom shall have been a resident of the City of Dania Beach for a minimum of six (6) months prior to any such appointment. For the first appointment to the Board, the two members may be selected from the formerly active Creative Arts Council Advisory Board.

(iii) ~~Each of the members may be appointed by any City Commissioner.~~ That the City Commission shall appoint one (1) City Commissioner to sit as a liaison to the Board. Such appointed City Commissioner liaison shall serve a term consistent with the duration of their election term and without compensation at the pleasure of the City Commission of the City of Dania Beach.

(iv) The City Commission shall vote on the selection of each member. The required quorum shall consist of four members.

(v) Each member shall be appointed by the City Commission, based upon the criteria and approved by a majority of the entire City Commission. The positions appointed to the Art Board, and their term provisions, and additional terms:

| <b>Position<sup>1</sup></b>                                                               | <b>Initial term</b> | <b>Length of term</b> | <b>Optional extensions</b>   |
|-------------------------------------------------------------------------------------------|---------------------|-----------------------|------------------------------|
| Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A) | June 2022           | Three (3) year term   | Additional two (2) year term |
| Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A) | June 2022           | Three (3) Year term   | Additional two (2) year term |
| Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A) | June 2022           | Two (2) year term     | Additional two (2) year term |
| Broward County Resident – knowledgeable in the arts as identified in Code Sec. 811-130(A) | June 2022           | Two (2) year term     | Additional two (2) year term |
| Dania Beach Resident                                                                      | June 2022           | Two (2) Year term     | Additional two (2) year term |
| Dania Beach Resident                                                                      | June 2022           | Two (2) Year term     | Additional two (2) year term |
| Dania Beach Resident                                                                      | June 2022           | Two (2) year term     | Additional two (2) year term |

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<sup>1</sup> As there are seven positions, four of which must meet the art professional criteria, and three the resident criteria. Technically, any position can be a “resident” position, provided the other four meet the specific art profession criteria.

**Section 2.** That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

**Section 4.** 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 5.** That this ordinance be codified in Municode.com.

**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 Community Development Memorandum

**DATE:** 10/7/2024

**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:** Street co-designation of NW 2<sup>nd</sup> Street in honor of Mr. Henry N. White, Sr.  
(SECOND READING).

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### **Request:**

To authorize the street co-designation of NW 2<sup>nd</sup> Street to Mr. Henry N. White, Sr.

### **Background:**

On December 25, 1904, Henry N. White, Sr. was born in the City of Dania, becoming the first black baby born in the City. Mr White, Sr. grew up in Dania and worked as a sharecropper, planting and harvesting tomatoes, among other jobs. He also built a home on the corner of NW 2 Street, with his wife Wanetta Mays, where they raised twelve (12) of their thirteen (13) children. Many of Mr. White, Sr.'s descendants, including grandchildren, great grandchildren, and great, great grandchildren still call Dania Beach home.

In accordance with Section 22-7A of the City's Code of Ordinances, the applicant provided a petition signed by at least thirty percent (30%) of the property owners located within a quarter mile of the proposed affected street in support of the co-designation. The background check confirmed that Mr. White, Sr. was in good standing in the community.

Due to the requested length of the co-designation, which stretches from NW 4<sup>th</sup> Avenue to NW 14<sup>th</sup> Way (approximately 3,105 linear feet), seven (7) signs were posted along the affected right of way, in compliance with the applicable regulations.

On September 17, 2024, the City's Park and Recreation and Community Affairs Advisory Board recommended approval.

### **Budgetary Impact**

Cost of background check and public hearing notices to be paid by the City Commission, per Ordinance No. 2024-007. The total cost is \$4,115.58 and includes the following:

- Private investigator background check - \$200.00
- Radius map, mailing list, and posting signs - \$3,325
- Public Hearing notices (newspaper and mailed notices) - \$590.58

**Recommendation**

Staff is recommending the City Commission approve the street co-designation of NW 2<sup>nd</sup> Street to Mr. Henry N. White, Sr.

**ORDINANCE NO. 2024-\_\_\_\_\_**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 22-7A, OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING CO-DESIGNATION OF A PORTION OF NW 2<sup>ND</sup> STREET, BETWEEN NW 4<sup>TH</sup> AVENUE AND NW 14<sup>TH</sup> WAY, BE KNOWN AS "NW 2<sup>ND</sup> STREET/HENRY N. WHITE, SR. STREET", AFTER HOLDING TWO PUBLIC HEARINGS, AND AFTER A 4/5 VOTE OF THE ENTIRE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, pursuant to Section 22-7A, of the City of Dania Beach's Code of Ordinances, the City Commission may, by resolution, adopt after a public hearing a co-designation of any local road, street, subdivision street or alley (referred to as "street" in this section) within the city limits; and

**WHEREAS**, all streets shall retain their current names as a co-designation; and

**WHEREAS**, pursuant to the City's criteria, the applicant submitted the original copy of a petition which clearly states, on each page containing petition signatures, the full intent of the petition, which is signed by the owners of fifty (50) percent of the properties which front on, back on, or have a mailing address containing the name of the affected street; and

**WHEREAS**, the application was reviewed for completeness and submitted to the City's Parks, Recreation and Community Affairs Advisory Board for review and recommendation prior to submission to the city commission for consideration; and

**WHEREAS**, on September 17, 2024, the Board reviewed the application against the City's criteria and recommended to approve the co-designation request, with the attested signatures for the petition; and

**WHEREAS**, the City Commission is also to review the criteria and make a final decision on the application based on the following criteria:

- (1) Whether or not the request is proposed to co-designate the name of a local street.
- (2) Whether or not the name requested is already being utilized in the immediate or surrounding neighborhoods, other parts of the city, Broward County or both.
- (3) Whether the requested segment of a particular street to be co-designated will cause confusion when the segmentation is not created by a natural landform or waterway.

(4) Whether or not the name requested is perceived to be immoral or offensive to a portion of the City's citizenry.

(5) Whether or not the street requested to be co-designated has an existing co-designation (no more than one co-designation should be authorized).

(6) Whether or not the applicant has met the requirements referenced in this Code and have the support of the surveyed and affected property owners.

(7) Whether or not the street or the existing name of the street requested to be co-designated has significant historical value to the City.

(8) If named after a person, the person must be retired from his or her principal career, be without a conviction of a crime of moral turpitude, a felony, or have a fraudulent, immoral, or offensive history.

(9) If named after a corporation, the corporation, or other non-natural person, must have a reputation without a criminal, fraudulent, immoral or offensive history; and

**WHEREAS**, posted and mailed notification of the proposed street co-designation was issued on September 5, 2024, consistent with the requirements of section 610-20, of the Land Development Code (LDC), to property owners within 1,000 feet apart, between the two street ends and at all intersections with principal arterial roadways, as defined by the City; and

**WHEREAS**, on December 25, 1904, Henry N. White Sr. was born in the City of Dania Beach, becoming the first black baby born in the City; and

**WHEREAS**, Henry N. White, Sr. worked as a road construction worker and as a sharecropper, planting and harvesting tomatoes; and

**WHEREAS**, Henry N. White, Sr. and his wife Wanetta Mays built a small house on the corner of 705 N.W. 2<sup>nd</sup> Street, where they raise 12 of their 13 children; and

**WHEREAS**, many of Henry N. White, Sr. descendants including grandchildren, great grandchildren and great, great grandchildren, still call Dania Beach home.

**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 the City Commission of the City of Dania Beach, after a vote of 4/5 of the entire commission, establishes that a portion of NW 2<sup>nd</sup> Street, between NW 4<sup>th</sup> Avenue and NW 14<sup>th</sup> Way, be named and be known as “NW 2<sup>ND</sup> Street/Henry N. White, Sr. Street”.

**Section 3.** The City shall be responsible for providing notice of any approved changes to the City’s Fire Department, Police Department (Broward Sheriff’s Office District II Office,) the United States Postal Service, the Broward County Property Appraiser’s and Tax Collector’s offices and other applicable governmental agencies and shall bear the cost of installation of the signs.

**Section 4.** That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 5.** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

**Section 6.** That this Ordinance shall be effective 10 days after passage.

**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:

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ELORA RIERA, MMC  
CITY CLERK

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ARCHIBALD.J. RYAN IV  
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

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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  
**RECEIVED**

## Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance

AUG 21 2023

Date Received **PLANNING DEPARTMENT**

Petition No.: 01-022-24

☒ Other: STREET NAME (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

**THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS.** Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 1410 N.W. 8th AVE N.W. 2ND STREET

Lot(s): 2 Block: B49D Subdivision: B1K 30

Recorded Plat Name: \_\_\_\_\_

Folio Number(s): \_\_\_\_\_ Legal Description: \_\_\_\_\_

Applicant/Consultant/Legal Representative (circle one) \_\_\_\_\_

Address of Applicant: Daphne J. Henry

Business Telephone: \_\_\_\_\_ Home: 954-661-1902 Fax: \_\_\_\_\_

E-mail address: daphnehenny105@gmail.com

Name of Property Owner: \_\_\_\_\_

Address of Property Owner: N/A

Business Telephone: \_\_\_\_\_ Home: \_\_\_\_\_ Fax: \_\_\_\_\_

**Explanation of Request:** CODE Designation STREET NAME / HENRY N. WHITE SR.  
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? N/A

**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\*)

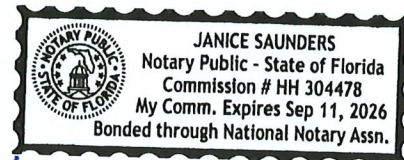
BEFORE ME THIS 21st DAY OF August, 20 23

By:

Janice Saunders  
(Print name of person acknowledging)

\_\_\_\_\_  
(Joint owner signature if applicable)

Notary [Signature]  
(Signature of Notary Public – State of Florida)



Personally known \_\_\_\_\_ or Produced Identification FL DL

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.***

Elder Henry N. White Sr was born and raised in the City of Dania. His parents, Arthur and Alice White, moved to settle in Dania. Mr. White came from Georgia and Mrs. White came from Jacksonville. Later that year, Mr. White was born on December 25, 1904, as the first black baby born in the city. Early in his life, Mr. White worked as a road contraction worker and as a sharecropper, planting and harvesting tomatoes. Unfortunately, he lost his five acres of farmland to flood and disease. Tomatoes were the city's staple crop. After some time, Dania began to build and pave roads. In June 1929, he met his future wife Wanetta Mays to ask for her hand in marriage. The newly married couple built a small house on the corner of 705 N.W. 2<sup>nd</sup> street, where they raised 12 of their 13 children. Mr. White and his grandmother, Mrs. Annie Roberts, were trustees of the First Church of God in Christ (now known as the New Dania Church of God in Christ) with their names on a pillar of the church building dated November 27, 1949. He was also on the building committee, providing counseling to his congregation on a variety of topics. Throughout the years, Mr. White participated in the City of Dania Tomatoes parades and Martin Luther King Day parades. He received a key to the city for his contributions and love for it. Mr. White even ran a landscaping business until he retired to preach the gospel full time to serve the Lord. Many of Mr. White's descendants still call Dania home from grandchildren, great grandchildren, and great great grandchildren; seven generations still thriving within Dania Beach.

God Bless The White Family

Re: N.W. 2<sup>nd</sup> Street Sign

RECEIVED

AUG 21 2023

PLANNING DEPARTMENT





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## Chavez Investigative Agency

Comprehensive Report on:

# HENRY WHITE

Prepared on April 25, 2024

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This is a CONFIDENTIAL COMMUNICATION and is intended for the exclusive use of our client and/or their counsel. All files, information, reports, or attachments transmitted within this communication are intended solely for the use of the individual(s) or entity to which they are addressed. Information contained in this transmission has been gathered from sources and individuals deemed reliable by Chavez Investigative Agency; however, no guarantee, warranty, or other representation is made regarding the accuracy of information received from third parties or its suitability for any particular purpose. If you are not an intended recipient, you may not read, print, retain, use, copy, distribute, forward, or disclose this message or any information contained in this message to anyone (including any attachments). If you have received this message in error, please advise the sender of this error by reply e-mail, and please destroy all copies of this message (including any attachments). Acceptance of this confidential communication constitutes acceptance and full responsibility for the legal consequences of any use or disclosure of this email or its contents.

## Subject Information

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**▣ HENRY WHITE**

**267-09-XXXX 12/XX/1904 AGE: 119 Deceased: 01/??/1982**

**Alias(es)**

HENRY WHITE

**Reported Current Address**

No Address Found

**SSN(s)**

267-09-XXXX

*Issued in Florida, 1936-1950*

**Bankruptcies:** None Found

**Motor Vehicles:** None Found

**Aircraft:** None Found

**Properties:** None Found

**Employment:** None Found

**Liens:** None Found

**Judgments:** None Found

**Foreclosures:** None Found

**Possible Criminal/Infractions:** None Found

**Business Affiliations:** None Found

**Professional License:** None Found

**DOD(s): 01/??/1982**

**DOB(s)**

12/XX/1904 (119)

## Report Summary

---

|                                     |            |
|-------------------------------------|------------|
| Possible Criminal/Infractions ..... | None Found |
| Deceased Report .....               | 1 Found    |

Possible Criminal/Infractions

None Found

Deceased Records

1 Found

Source: SSDI (Death Master File)

Name: HENRY WHITE

City/State: DANIA, FL

Date of Death: 01/??/1982

Last Residence Zip: 33004

Date of Birth: 12/XX/1904

Verified: Unknown

Chavez Investigative Agency  
PO BOX 820026  
Pembroke Pines, Florida 33082  
(954) 319-4258  
Agency License #A3400004



Date: April 24<sup>th</sup>, 2024  
To: City of Dania Beach  
Case Name: HENRY NATHANIEL WHITE, SR.  
File Number: #2024-007  
Investigation Type: Criminal History  
Date Assigned: April 24<sup>th</sup>, 2024

## INVESTIGATIVE ASSESSMENT

### Investigative Summary

On Wednesday, April 24<sup>th</sup>, 2024, Private Investigator Enrique Chavez (License #C3200032), with the Chavez Investigative Agency (Agency License #3400004), received authorization from Corinne Lajoie, AICP Deputy Director of the City of Dania Beach, to conduct a Comprehensive Background Investigation with the personal identifiers (provided) listed below:



**HENRY NATHANIEL WHITE, SR.**

(Deceased on or about January 12<sup>th</sup>, 1982)

Date of Birth: December 25<sup>th</sup>, 1904

Social Security Number: 266-07-XXXX  
(last 4 digits redacted )

705 N.W. 2<sup>nd</sup> Street, Dania, Florida

## COMPREHENSIVE BACKGROUND REPORT SUMMARY

### Findings

A Comprehensive Background Report for **Henry Nathaniel White** was conducted on April 25<sup>th</sup>, 2024, and yielded "No Results" (*see Attachment #1*).

It was determined that the Social Security Number provided was issued to an individual named Wanetta White. It is worth noting that Ms. Wanetta White did not appear to have any relatives named Henry Nathaniel White. It is worth noting that one of the addresses provided (705 N.W. 2<sup>nd</sup> Street Dania, Florida) matched an address listed for Wanetta White (*see Attachment #2*).

A subsequent Comprehensive Background Report for Henry White yielded the following:

**HENRY WHITE**

Deceased on or about January 1982  
(Dania, Florida)



Date of Birth: December 1904

Social Security Number: 267-09-XXXX  
(last 4 digits redacted )

It is worth noting that the Birth Date and Date of Death provided for Henry White did partially match the one provided for Henry Nathaniel White (December 1904). It is this Investigators findings that that Comprehensive Background Report for Henry White pertains to the individual known as Henry Nathaniel White Sr.

### POSSIBLE CRIMINAL RECORDS

The Comprehensive Background Report for Henry White yielded "NO" Criminal History.

Report Prepared by:  
Enrique Chavez  
Private Investigator #C3200032  
Pat Diaz & Associates #A3400004

This report is strictly confidential and has been prepared in anticipation of litigation. Its development and the information contained herein are protected under Florida Laws and should always be considered attorney/client work product. No part of this report may be reproduced, copied or distributed without the express written permission of the client or Chavez Investigative Agency.

NOTE: CRIMINAL DATABASE SEARCHES ARE NOT GUARANTEED DUE TO THE FACT THAT NOT ALL COUNTIES PARTICIPATE IN THE STATE REPOSITORY PROGRAM. FOR GUARANTEED ACCURACY, WE DO RECOMMEND COUNTYWIDE RECORD CHECKS. Information contained herein is derived solely from public records, which may not be 100 percent accurate, up-to-date, and/or complete. Users should not assume that this data provides a complete or accurate history of any person's criminal history and/or recorded information. Users should consult state and federal laws before using this information when making decisions on hiring or firing employees. *Chavez Investigative Agency, LLC* assumes no liability for any claims for damages arising from the use of this data beyond the actual cost of the searches performed.

## ATTACHMENT #1

### Expanded Person Search

No records found

SSN

266071638

Last Name

White

First Name

henry

☐ Exact First Name

Middle Name

nathaniel

Date of Birth

12/25/1904

Min Age

Max Age

☐ Partial DOB Entry

Street Address

City

State

Zip

County

Phone Number

## ATTACHMENT #2

**Expanded Person Search** 1 result(s) Search within results:

**WANETTA WHITE**  
SSN: 266-07-1638  
DOB: 10/XX/1907 (116)  
DOD: 05/15/1999

**Address (County/Parish/Borough) History:**  
146 NW 8TH AVE APT 1, DANIA, FL 33004 (BROWARD) (04/01/1985-Current)  
705 NW 2ND ST, DANIA, FL 33004 (BROWARD) (04/01/1985-12/31/1991)

**Likely relatives and associates**  
New categories added to expand on relatives and associates  
Switch back to simple view

- Child**
  - Helen White (76)
  - Carlton White (70)
- Other Relative**
  - Willie White (50)
- In-Law**
  - Kenneth White (79)
- Unclassified Associates**
  - Marilyn Kelly (67)

Social Security was issued to  
Wanetta White.

705 N.W. 2<sup>nd</sup> Street address matches the  
address provided for Mr. White by  
Granddaughter

No Henry Nathaniel White listed as a  
relative to Wanetta White

## ATTACHMENT #3

**Expanded Person Search**

SSN  
000-00-0000

Last Name  
white

First Name  
henry

☐ Exact First Name

Middle Name

Date of Birth  
12/25/1904

Min Age Max Age

☐ Partial DOB Entry

Street Address

City State Zip

County

Phone Number

**SEARCH**

---

Possible Email Addresses: (Last Seen) None Found

Possible IP Addresses: None Found

---

**D HENRY WHITE**  
SSN: 267-09-XXXX  
Issued in Florida, 1936-1950  
DOB: 12/XX/1904 (119)  
DOD: 01/??/1982

[Comprehensive](#)  
[Locate](#)  
[Arrest Search](#)  
[Social Search](#)

Likely Current Address: No address found  
Last Seen Email Address: None Found  
Likely Recent IP Address: None Found  
Bankruptcies: None Found  
Liens: None Found  
Judgments: None Found  
Foreclosures: None Found  
Possible Criminal/Infractions: None Found  
Business Affiliations: None Found  
Professional Licenses: None Found

Address (County/Parish/Borough) History:  
None Found

Phone (Last Seen)   
No Phone Data

---

Possible Email Addresses: (Last Seen) None Found

Possible IP Addresses: None Found

---

Sources: SSDI (Death Master File)

Name: HENRY WHITE  
Date of Death: 01/??/1982  
Date of Birth: 12/XX/1904

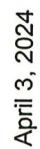
City/State: DANIA, FL  
Last Residence Zip: 33004  
Verified: Unknown

Similar to the Date of Birth provided

Link to the City of Dania, Florida



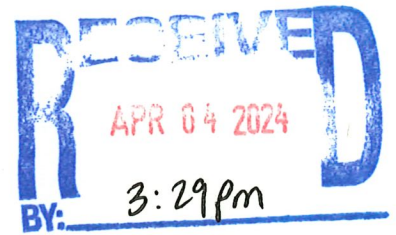
**\*\*Please see map disclaimer**



RECEIVED  
APR 04 2024  
3:29 pm  
BY:



## AFFIDAVIT



The undersigned, hereby states the following:

1. My name is DAPHNE J. HENRY and I am over the age of 18.
2. The petition that I am circulating for co-designation of a street is on behalf of the co-designation of N.W. 2nd STREET (Street name) for co-designation to HENRY N. WHITE SR. (Name of person or entity that would be co-designated to the street).
3. The petition shall state on each page containing petition signatures, the full intent of the petition (what street to be co-designated, and what is the co-designation).
4. I understand that to obtain a co-designation, the petition is to be signed by the owners of fifty percent (50%) of the properties which front on, back on, or have a mailing address containing the name of the affected street.
5. Additionally, if there are one hundred (100) or more properties within a quarter mile distance in all directions of the affected street, as determined by the City's Community Development Department, the owners of thirty percent (30%) of such properties shall be required to sign the petition.
6. The petition shall contain, in addition to the signatures, the clearly printed names and complete Dania Beach addresses of all signatories who are property owners. In the event a petitioner or applicable property owner is an organization, all non-Dania Beach-resident organization members' names, addresses and signatures shall be substantiated by a list of organization members from the organization's official records.
7. As the person collecting the signatures I understand that I am required to attest or affirm via notarized affidavit, that the signatures I have collected are of the person residing at the property listed, and that the person signing was the person residing at the property listed.
8. I understand that if it is determined that the information collected by the petitioner(s) is false, I shall be charged with a fine of \$500.00, and the City's costs associated with removing the name co-designation.
9. I also understand that if it is determined that the information collected in the petition is false, that the co-designation may be reversed by the City Commission and all costs associated with that process shall be charged to the persons collecting signatures, and to the person(s) that petitioned for the street co-designation.

UNDER PENALTIES OF PERJURY, I declare that I have read the foregoing document and that the facts stated are true and correct.

Henry Daphe Higgs  
Signature and Title

04/04/2024  
Date

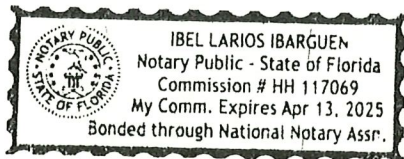
STATE OF FLORIDA)  
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on April 4th, 2024 by Henry Daphe Higgs, who is personally known to me or has produced Driver's License as identification.

My Commission Expires:

[Signature]  
Notary Public, State of Florida

Thelmar Ibarra  
Print Name





## CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2<sup>ND</sup> STREET AFTER MR. HENRY N. WHITE SR.

| DATE          | SIGNATURE'S        | ADDRESS                         | PHONE (OPTIONAL) |
|---------------|--------------------|---------------------------------|------------------|
| 1) 9/8/2023   | Diana Cury         | 113 N.W. 11 <sup>th</sup> Ave   |                  |
| 2) 9/8/2023   | Rean Carroll       | 109 N.W. 11 <sup>th</sup> Ave   |                  |
| 3) 9/8/23     | Ernestine Williams | 101 N.W. 10 <sup>th</sup> Ct.   |                  |
| 4) 9/8/23     | Lola Pappas        | 105 N.W. 10 <sup>th</sup> Ct.   |                  |
| 5) 9/8/23     | Brenda Mason       | 109 N.W. 10 <sup>th</sup> Ct.   |                  |
| 6) 9/8/23     | Daphne Henry       | 1201 N.W. 2 <sup>nd</sup> St    |                  |
| 7) 9/12/23    | Jammi James        | 253 NW Tamara James Ave         |                  |
| 8) 9/12/23    | Terri J. Shaw      | 235 N.W. 12 <sup>th</sup> Ave   |                  |
| 9) 9/13/23    | Elliot Felt        | 161 N.W. 13 <sup>th</sup> Ave   |                  |
| 10) 9/13/23   | Jimmy Miller       | 260 N.W. 13 <sup>th</sup> Ave   |                  |
| 11) 9/13/23   | Abigail Brito      | 135 NW 13 <sup>th</sup> Street  |                  |
| 12) 9/13/23   | James W. Ligon     | 270 NW 14 <sup>th</sup> Ave     |                  |
| 13) 9/13/23   | Gloria W. Ligon    | 270 NW 14 <sup>th</sup> Ave     |                  |
| 14) 9/13/23   | Denrick Topach     | 139 NW 14 <sup>th</sup> Ave     |                  |
| 15) 9/13/23   | Janita White       | 218 NW 14 <sup>th</sup> Ct      |                  |
| 16) 9/13/2023 | RITA Sippio        | 1421 NW 2 <sup>nd</sup> St      |                  |
| 17) 9-14-23   | Sherlaine Fussell  | 235 N.W. 14 <sup>th</sup> Ct.   |                  |
| 18) 9-14-23   | Bernard Hanks      | 292 NW 13 <sup>th</sup> Ct      |                  |
| 19) 10-3-23   | Gloria Black       | 802 N.W. 3 <sup>rd</sup> St     |                  |
| 20) 10-3-23   | Betty Grace        | 804 N.W. 3 <sup>rd</sup> St     |                  |
| 21) 10-3-23   | Bernard Black      | 720 NW 3 <sup>rd</sup> St       |                  |
| 22) 10/3/23   | Joyce Greene       | 225 NW 8 <sup>th</sup> Ave      |                  |
| 23) 10/5/23   | Rhoda M. White     | 302 N.W. 9 <sup>th</sup> Avenue |                  |
| 24) 10/5/23   | Emma Jean Clark    | 822 NW 3 <sup>rd</sup> St 2     |                  |



## CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2<sup>ND</sup> STREET AFTER MR. HENRY N. WHITE SR.

| DATE          | SIGNATURE'S      | ADDRESS                      | PHONE (OPTIONAL) |
|---------------|------------------|------------------------------|------------------|
| 1) 9/30/23    | Cynthia Shaw     | 242 N.W. 9 <sup>th</sup> Ave |                  |
| 2) 9/30/23    | Rusan Seedorson  | 621 N.W. 3rd Terr            |                  |
| 3) 9/30/23    | Casey Jay Markov | 242 NW 8th Ct                |                  |
| 4) 9/30/23    | Jimenez          | 229 NW 8th Ave               |                  |
| 5) 9/30/23    | Steven Miller    | 227 NW 8th Ave               |                  |
| 6) 9/30/23    | Michaela Weiss   | 220 NW 8th Ave               |                  |
| 7) 9/30/23    | Christy Harris   | 221 NW 7th Ave               |                  |
| 8) 9/30/23    | Melinda Young    | 225 NW 7th Avenue            |                  |
| 9) 9/30/23    | Y. Louis         | 129 NW 6th Ave               |                  |
| 10) 9/30/23   | [Signature]      | 129 NW 6th Ave               |                  |
| 11) 9/30/23   | [Signature]      | 125 NW 6th Ave               |                  |
| 12) 9/30/23   | Bedernier Loofil | 113 NW 5th Ave               |                  |
| 13) 9/30/23   | [Signature]      | 117 N.W. 5th Ave             |                  |
| 14) 9/30/2023 | [Signature]      | 514 NW 3 Terr                |                  |
| 15) 9/30/2023 | Nami Sincatele   | 514 NW 3 <sup>rd</sup> Terr  |                  |
| 16) 9/30/23   | Ruth White       | 143 NW 7th Ave               |                  |
| 17) 9/30/23   | St. I. Thak      | 125 N.W. 7th Ave             |                  |
| 18) 9/30/23   | Luraina Rabin    | 125 N.W. 7th Ave             |                  |
| 19) 10/3/23   | Debra Thompson   | 161 N.W. 12 Ave              |                  |
| 20) 3/19/2024 | Doralinda Prunty | 235 NW 6 Ave Dania           | 954-864-8216     |
| 21) 3/26/24   | Bernad Handge    | 293 NW 13th Ct Dania, Fla    |                  |
| 22) 3/26/24   | Bobbie Walker    | 137 N.W. 14th Ave Dania, FL  | 33004            |
| 23) 3/26/24   | Sera [Signature] | 140 NW 14th Ave Dania        | 33004            |
| 24) 3/26/24   | Samson           | 208 NW 14th Ave              |                  |

Kath (Pg 2)



**CITY OF DANIA BEACH / PETITION**

**TO NAME N.W. 2<sup>ND</sup> STREET AFTER MR. HENRY N. WHITE SR.**

| DATE         | SIGNATURE'S      | ADDRESS                      | PHONE (OPTIONAL) |
|--------------|------------------|------------------------------|------------------|
| 1) 9/30/2023 | Tony Cooper      | 213 NW 8 <sup>th</sup> AVE   | 954 401 3615     |
| 2)           |                  | 201 N.W. 8 <sup>th</sup> ave |                  |
| 3)           |                  | 200 N.W.                     |                  |
| 4)           |                  | 142                          |                  |
| 5)           |                  | 138                          |                  |
| 6)           |                  | 122                          |                  |
| 7) 9/30/23   | Jim B            | 110 NW 8 <sup>th</sup> AVE   |                  |
| 8) 9/30/23   | <del>Jim B</del> | 200 NW 7 <sup>th</sup> AVE   |                  |
| 9)           |                  | 214 N.W. 7 <sup>th</sup>     |                  |
| 10)          |                  | 234                          |                  |
| 11)          |                  | 242                          |                  |
| 12)          |                  | 228 N.W 6 <sup>th</sup>      |                  |
| 13)          |                  | 229 N.W.                     |                  |
| 14) 9/30/23  | Ab.              | 210 NW 6 <sup>th</sup> Ave   | 305 934-6698     |
| 15)          |                  | 135                          |                  |
| 16) 9/30/23  | Orville B        | 133 NW 6 AVE                 |                  |
| 17)          |                  | 117 N.W.                     |                  |
| 18)          |                  | 113 N.W.                     |                  |
| 19)* 9-30-23 | Veta Callaway    | 105 N.W. 6ave                |                  |
| 20) 9/30/23  | Andrea Rosini    | 146 NW 5 Ave                 |                  |
| 21) 9/30/23  | Karen L.         | 410 NW 3rd Ter               | 954 854 9011     |
| 22) 9/30/23  | Thomas Petinco   | 410 NW 3rd Ter               |                  |
| 23)          |                  | 144 N.W 7 <sup>th</sup> ave  |                  |
| 24) 9/30/23  | Linda Foxe       | 134 NW 7 Ave                 | 786-319-0806     |





## CITY OF DANIA BEACH / PETITION

TO NAME N.W. 2<sup>ND</sup> STREET AFTER MR. HENRY N. WHITE SR.

W  
27

|     | DATE    | SIGNATURE'S       | ADDRESS                        | PHONE (OPTIONAL) |
|-----|---------|-------------------|--------------------------------|------------------|
| 1)  | 9/8/23  | Ellie James       | 255 NW 12 <sup>th</sup> Ave    |                  |
| 2)  | 9/8/23  | Queen L. Addley   | 110 N.W. 11 <sup>th</sup> Ave. |                  |
| 3)  | 9/8/23  | Starlette Spencer | 106 NW 11 <sup>th</sup> Ave    |                  |
| 4)  | 9/13/23 | Mary Rose         | 1221 NW 2 <sup>nd</sup> St     |                  |
| 5)  | 9/13/23 | Perry Rose        | 1221 NW 2 <sup>nd</sup> St     |                  |
| 6)  |         |                   |                                |                  |
| 7)  |         |                   |                                |                  |
| 8)  | 9/13/23 | Bernard Fields    | 257 NW 13 <sup>th</sup> Ct.    |                  |
| 9)  | 9-13-23 | Carolyn White     | 290 NW 13 <sup>th</sup> Ct     |                  |
| 10) | 9-13-23 | Dan Lee           | 294 N.W. 13 <sup>th</sup> Ct   |                  |
| 11) | 9-13-23 | Anthony Brasfield | 1402 N.W. 3 <sup>rd</sup> St.  |                  |
| 12) | 9/13/23 | Anthony Brasfield | 291 NW 14 <sup>th</sup> Way    |                  |
| 13) | 9/13/23 | Sandra B. Wright  | 291 NW 14 <sup>th</sup> Way    |                  |
| 14) | 9/13/23 | Helen Dwyer       | 1424 NW 2 <sup>nd</sup> St     |                  |
| 15) | 9/13/23 | Eve & Amy R       | 160 NW 14 <sup>th</sup> Way    | supporter        |
| 16) |         |                   |                                |                  |
| 17) |         |                   |                                |                  |
| 18) |         |                   |                                |                  |
| 19) |         |                   |                                |                  |
| 20) |         |                   |                                |                  |
| 21) |         |                   |                                |                  |
| 22) |         |                   |                                |                  |
| 23) |         |                   |                                |                  |
| 24) |         |                   |                                |                  |

(page 5)

Renee





# Rev. Henry White Street Sign up

Help the decendents of Rev. Henry N White celebrate Dania's native born son. Born in 1904 in newly formed Dania, Henry N. White has lived all his day in this great city and we would like to memorialize his name in the street he raised his child and grandchildren.

| Number | First Name  | Last Name  | Phone                             | Street Address   | Home Owner? |
|--------|-------------|------------|-----------------------------------|------------------|-------------|
| 01     | Henry       | White      | (954) 999-9999                    | 2nd Ave          | Yes         |
| 02     | Diana       | Curry      | 954-9368955                       |                  | ✓ owner     |
| 03     | Betty       | Williams   | 954-925-0468                      |                  | ✓ owner     |
| 04     | Christopher | Knowles    | (954) 624-6101                    |                  | ✓ owner     |
| 05     | Cynthia     | Sheard     | (954) 261-5040                    |                  | ✓ owner     |
| 06     | Benita      | McKnight   | 754-204-3409                      |                  | ✓ owner     |
| 07     | Jeff        | Bryant     | 954-873-6123                      | 136-N.W. 50 Ave. | ✓ owner     |
| 08     | Richard     | Walker     | 709 Phippen Rd Dania              | 954-4456595      | owner       |
| 09     | Shadary     | Il Shird   | 236 NW 7th Ave Dania              | 954 868 5319     | owner       |
| 10     | Arnold      | NEARN      | 954-925-7162                      |                  | owner       |
| 11     | Sharon      | NEARN      | 954-925-7162                      |                  | owner       |
| 12     | Morris      | STOWERS    | 954 347-4596                      |                  | owner       |
| 13     | Dottie      | JACKSON    | 954-200-3646                      |                  | Supervisor  |
| 14     | Jonisha     | White      | 954-226-7462<br>218 N.W. 14th St. |                  | owner       |
| 15     | Michael     | Arauz      | 954-394-7070                      |                  | owner       |
| 16     | Rich        | Aube       | 954-336 5110                      |                  | owner       |
| 17     | Clyde       | Nanan      | 954-261-5494                      | 602 N.W. 1st St. | owner       |
| 10     | 13          | owner      |                                   |                  |             |
|        | 2           | Supervisor |                                   |                  |             |

14

# Rev. Henry White Street Sign up

Help the decendents of Rev. Henry N White celebrate Dania's native born son. Born in 1904 in newly formed Dania, Henry N. White has lived all his day in this great city and we would like to memorialize his name in the street he raised his child and grandchildren.

| Number | First Name | Last Name | Phone | Street Address | Home Owner? |
|--------|------------|-----------|-------|----------------|-------------|
|--------|------------|-----------|-------|----------------|-------------|

|    |       |       |                |         |     |
|----|-------|-------|----------------|---------|-----|
| 01 | Henry | White | (954) 999-9999 | 2nd Ave | Yes |
|----|-------|-------|----------------|---------|-----|

|          |          |            |                      |                                   |       |
|----------|----------|------------|----------------------|-----------------------------------|-------|
| owner 02 | Bobbie   | Grace      | 954-396-0941         | 110 NW 8th Ave                    | yes ✓ |
| owner 03 | Amarilla | Ivire Cure | 954-558-2775         | 209 NW 14th                       | yes ✓ |
| owner 04 | Chiquita | Black      | 954-832-6302         | 802 NW 3rd St.<br>Dania FL 33004  | yes ✓ |
| owner 05 | Jamnia   | Gronett    | 954-483-7055         | 450 SE 7th<br>Historical Society  | yes ✓ |
| owner 06 | Raline   | Paper      | 280 SE 7th St        | 651-338-3255                      | ye ✓  |
| owner 07 | Lumye    | Spillna    | 81 NW 14th Avenue    | 954-793-1164                      | yes ✓ |
| owner 08 | Angete   | Fleming    | 42 NW 6 Aven         | 954-688-1538                      | yes ✓ |
| owner 09 | Tabatha  | Black      | 754-262-9131         | 229 SW 2nd Ave<br>Dania, FL 33004 | yes ✓ |
| owner 10 | Theresa  | Jones      |                      | 37th Ave                          | yes ✓ |
| owner 11 | EARL     | Benedy Th  |                      | 160 NW 18th Ave                   | yes ✓ |
| owner 12 | Jammie   | James      | 954-608-1111         | 255 NW Tamara James               | yes ✓ |
| owner 13 | Mak      | James      | 1481 W. Daniel Blvd. | 954-5203603                       | ✓     |
| owner 14 | Gloria   | Grace      | 50 N.W. 13th AVE     | 954-296-7703                      | ✓     |
| owner 15 | DANIEL   | J. PAYNE   |                      | 517-410-7133                      | ✓     |

16

17

Owner

12 owner  
2 supporter



# Rev. Henry White Street Sign up

Help the descendants of Rev. Henry N White celebrate Dania's native born son. Born in 1904 in newly formed Dania, Henry N. White has lived all his day in this great city and we would like to memorialize his name in the street he raised his child and grandchildren.

| Number | First Name | Last Name  | Phone          | Street Address                           | Home Owner? |
|--------|------------|------------|----------------|------------------------------------------|-------------|
| 01     | Henry      | White      | (954) 999-9999 | 2nd Ave                                  | Yes         |
| 02     | Bennie     | McIntyre   | 954 562-1690   | 220 S.W. 11th Ave<br>Dania Beach, FL     | Yes         |
| 03     | Dwayne     | Funchess   | 954 891-6730   | 15 NW 14th St                            | yes ✓       |
| 04     | Leslie     | McCutcheon | 954-991-9280   | 235 NW 6th<br>Ave Dania, FL<br>33004     | Yes ✗       |
| 05     | Howard     | Derry      | 954-326-9302   | 201 NW 8th Ave<br>Dania Beach 33004      | yes!        |
| 06     |            |            |                |                                          |             |
| 07     | Shaquilia  | Pough      | (561) 424-1630 | 602 NW 1st Apt 9<br>Dania Beach FL 33004 |             |
| 08     | Michelle   | Green      | 754-302-7573   | 24 NW 14th Ave.                          | Yes         |
| 09     | Courtney   | Coleman    | ( )            | 120 NW 2nd St                            | yes         |
| 10     | Rodney     | Graham     | 954-687-3422   | 615 NW 3 Terr                            |             |
| 11     | Betty      | Miller     | 954 483-4994   | 38 NW 6 Ave #3                           |             |
| 12     | Eric       | BLACKMON   | 954-920-6556   | 713 S.W. AND PL                          | ✓           |
| 13     | Derondia   | Grace      | 954-204-4828   | 804 NW 3rd<br>Street                     |             |
| 14     | Tasha      | Stewart    | 754-440-6734   | Dania, FL<br>33004                       |             |
| 15     | Deborah    | Danghtry   | 754 284-9664   | 218 NW 5 Ave                             | 33004       |
| 16     | Leyla      | Hopkins    | 954-668-0059   |                                          |             |
| 17     | Leah       | Lyght      | 954 925-6827   | 105 NW 10th                              |             |

5 owner  
10 supporter



13

# Rev. Henry White Street Sign up

help the decendents of Rev. Henry N White celebrate Dania's native born son. Born in 1904 in newly formed Dania, Henry N. White has lived all his day in this great city and we would like to memorialize his name in the street he raised his child and grandchildren.

| Number | First Name | Last Name | Phone                            | Street Address                  | Home Owner?                          |
|--------|------------|-----------|----------------------------------|---------------------------------|--------------------------------------|
| 01     | Henry      | White     | (954) 999-9999                   | 2nd Ave                         | <input checked="" type="radio"/> Yes |
| 02     | Darius     | Davis     | 920 461 1341                     | 205 NW 7th Ave                  |                                      |
| 03     | Lerna      | Pantano   | 954-804-2140                     | 104 NW 11th Ave Dania Fl. 33001 | yes                                  |
| 04     | Nanlyn     | Black     | 954 670 6682                     | 213 N.W. 7th Fl 33001           |                                      |
| 05     | Joyce L.   | Davis     | 954 6800                         | 5th Ave                         |                                      |
| 06     | Brenda     | Blackman  | 954-5363896                      |                                 |                                      |
| 07     | Carl       | Jones     | 954 648 2135                     | 717 SW 8th Dania                |                                      |
| 08     | Robin      | Bryant    | 236 NW 12 Ct                     | Dania 33001                     |                                      |
| 09     | YASMA      | MITCHELL  | 1351 W DANIA Bch Blvd            | 954)324-6439                    |                                      |
| 10     | Ahmed      | Thomas    | 246 NW 7 AVE DANIA Bch FL. 33001 |                                 |                                      |
| 11     | Angel      | Thomas    | " " " " " "                      |                                 |                                      |
| 12     | Royce      | Long      | 954-610-6916                     | 604 SW 1st St                   |                                      |
| 13     | Ed Red     | Darling   | 1150 N.W. 1st                    | Dania Bch, Fl. 954 639-2920     |                                      |
| 14     | Michael    | Green     | 757 S.W. 3rd Place               | Dania Fl 954 9458433            |                                      |
| 15     |            |           |                                  |                                 |                                      |
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Owners

8 Owners  
5 Supporters



# SIGN UP

Owners

~~SUPPORTERS~~

DATE :

OWNERS.

| NO. | SIGNATURE       | ADDRESS           | PHONE        |
|-----|-----------------|-------------------|--------------|
| 1   | Lanya Spence    | 81 NW 14th Avenue | 954-793-1164 |
| 2   | Angie           | 1407 N.W. 1st St. | 954-915-7876 |
| 3   | Julie Spence    | 716 S.W. 7th      | 954-922-3622 |
| 4   | Forney          | 609 SW 1st St     | 954-610-6916 |
| 5   | Fuchs           | 25 NW 14th Ct     | 954          |
| 6   | Fuchs           | 33 NW 14th Ct     |              |
| 7   | Chas Blum       | 716 S.W. 1st St   | 786-509-2902 |
| 8   | Wm Green        | 21 S.W. 4th Ave   |              |
| 9   | Geneva Murphy   | 34 SW 4th Ave     |              |
| 10  | Jewell Sorensen | 30 SW 4th Ave     | 925-8287     |
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# SIGN UP

OWNERS

DATE: 3/9/24

| NO. | SIGNATURE         | ADDRESS                                             | PHONE |
|-----|-------------------|-----------------------------------------------------|-------|
| 1   | Ronnie Neel       | 43 NW 13 <sup>th</sup> AVE                          |       |
| 2   | CLARENCE Mitchell | 1351 W DANIA BEACH                                  |       |
| 3   | Dwaine Funchess   | 15 NW 14 <sup>th</sup> Ct Dania Beach               |       |
| 4   | Cheryl Baker-Hill | 30 S.W. 7 <sup>th</sup> AVE,<br>Dania Bch, FL 33004 |       |
| 5   | <del>Paula</del>  |                                                     |       |
| 6   | Song White        | 42 SW 6th AVE<br>Dania beach, FL                    |       |
| 7   |                   | 30 S.W. 6 <sup>th</sup> AVE<br>DANIA FL 33004       |       |
| 8   | Jeiper Segura     | 37 NW 6th AVE<br>Dania beach                        |       |
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# SIGN UP

## OWNERS

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|-----|-----------------------------|------------------------------------|---------------------|
| 1   | <i>James Allen</i>          | <i>57 NW 14<sup>th</sup> Ave</i>   | <i>754-281-5503</i> |
| 2   | <i>Chris Allen</i>          | <i>24 N.W. 14<sup>th</sup> Ave</i> | <i>754 367 0249</i> |
| 3   | <i>Ernestine Belinfante</i> | <i>5905 W. 1<sup>st</sup> St</i>   | <i>954 923 6164</i> |
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## OWNERS

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| 1   | Jacqueline Stewart  | 1441 W Daniela Beach                               | 954 478-6266 |
| 2   | Christopher Dunmyer | 34 SW 7 <sup>th</sup> ave                          |              |
| 3   | Georgina McKenzie   | 15 S.W. 6 <sup>th</sup> Ave <sup>Dania</sup> Beach | 754-235-6794 |
| 4   |                     |                                                    |              |
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## OWNERS

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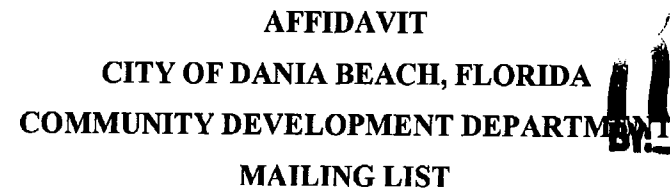
| NO. | SIGNATURE         | ADDRESS                           | PHONE        |
|-----|-------------------|-----------------------------------|--------------|
| 1   | Dalburt Clair     | 142 N.W 8 <sup>th</sup> Ave       |              |
| 2   | Willie Funchess   | 25 NW 14 <sup>th</sup> Ct.        |              |
| 3   | <del>Willie</del> | 38 NW 7 Ave                       | 754 201 5522 |
| 4   | Chief Abelland    | 33 SW 8 <sup>th</sup> Ave Miami B | 786-290-8376 |
| 5   | John Kuzich       | 525 S.W. 1 <sup>st</sup>          | 954 578 946  |
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# SIGN UP

## OWNERS

DATE :

| NO. | SIGNATURE        | ADDRESS                  | PHONE        |
|-----|------------------|--------------------------|--------------|
| 1   | Cynthia Smith    | 50 NW 14 Ave Dania 33004 | 954-404-2646 |
| 2   | ROSARIO P. SMITH | 45 SW. 8TH Ave - Doral   | 954-707-1881 |
| 3   | Bridy Smart      | 30 SW. 4th Ave           | 954-925-8887 |
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JUN 17 2024

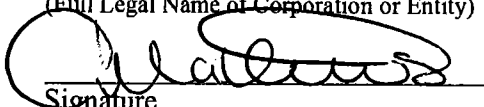
Page 132 of 171

4. If I do not timely provide the mailing package, the City will need to delay the processing of the application.

| OWNER OR REPRESENTATIVE: | JOINT OWNER (IF APPLICABLE) |
|--------------------------|-----------------------------|
| Signature                | Signature                   |
| PRINT Name               | PRINT Name                  |
| Title                    | Title                       |

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP OR OTHER ENTITY:**

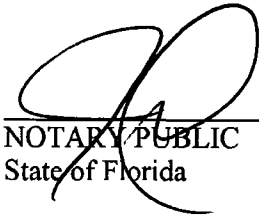
Cutro & Associates  
(Full Legal Name of Corporation or Entity)

  
Signature

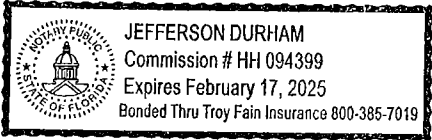
Christina Mathews  
PRINT Name

Title

On June 12, 2024, personally appeared Christina Mathews, and (if applicable, if there is a co-owner), as the Owner(s) of the property described above. Such person(s) is/are personally known to me or produced his/her/their identification.

  
NOTARY PUBLIC  
State of Florida

My Commission Expires: 2-17-25



| name                                                   | address                      | city          | state | zip   | zip 4 |
|--------------------------------------------------------|------------------------------|---------------|-------|-------|-------|
| 112 NW 14TH WAY LLC                                    | 4200 NW 16 ST                | LAUDERHILL    | FL    | 33313 |       |
| 1200 OLD GRIFFIN ROAD LLC                              | 4051 SW 53 AVE               | DAVIE         | FL    | 33314 |       |
| 123 FLORIDA LAND TRSCHANK,JONI TRSTEE                  | 8004 NW 154 ST #218          | MIAMI LAKES   | FL    | 33016 |       |
| 125 NW 10 CT LAND TRDOMINGUEZ,EDWIN TRSTEE             | 3671 RIVERLAND RD            | FORT LAUDERI  | FL    | 33312 |       |
| 126 NE 1ST AVE LLC                                     | 310 POLK STREET              | HOLLYWOOD     | FL    | 33019 |       |
| 128 NW 5TH AVE LLC                                     | 1000 W PEMBROKE RD #206      | HALLANDALE E  | FL    | 33009 |       |
| 132 PARTNERS LLC                                       | 132 NE 1 AVE                 | DANIA BEACH   | FL    | 33004 |       |
| 141 DANIA LLC                                          | 19441 NE 19 AVE              | MIAMI         | FL    | 33179 |       |
| 20-24 HOME LAND TRTOWN OF MODELA FL LAND TR ETAL       | 2421 HOLLYWOOD BLVD          | HOLLYWOOD     | FL    | 33020 |       |
| 201 NE 1 CT LAND TRYL INVESTORS LLC TRSTEE             | 2714 SW 55TH ST              | FORT LAUDERI  | FL    | 33312 |       |
| 22 NW 8TH AVENUE LLC                                   | 1830 N UNIVERSITY DR STE 155 | PLANTATION    | FL    | 33322 |       |
| 2981 POMPANO LAND TRLEVY,BENJAMIN TRSTEE               | 693 RACQUET CLUB #2          | WESTON        | FL    | 33326 | 1866  |
| 4812 3RD AVE LLC                                       | 266 47 ST                    | BROOKLYN      | NY    | 11220 |       |
| 4812 3RD AVE LLC                                       | 266 47 ST                    | BROOKLYN      | NY    | 11220 |       |
| 49 N FEDERAL LLC                                       | 67 N FEDERAL HWY             | DANIA BEACH   | FL    | 33004 | 2801  |
| 57 NE 2ND STREET LLC                                   | 18200 W DIXIE HWY            | NORTH MIAMI E | FL    | 33160 |       |
| 67-75 NORTH FEDERAL ASSOC LLC                          | 67 N FEDERAL HWY             | DANIA BEACH   | FL    | 33004 |       |
| 790 PROPERTIES LLC                                     | 3141 SW 189 AVE              | MIRAMAR       | FL    | 33029 |       |
| 800 OLD GRIFFIN LLC                                    | 800 OLD GRIFFIN ROAD         | DANIA BEACH   | FL    | 33004 |       |
| A & R PARTNERS LLC                                     | 3021 SW 186 TER              | MIRAMAR       | FL    | 33029 |       |
| ADALWIN LLC                                            | 1717 MAIN ST STE 2000        | DALLAS        | TX    | 75201 |       |
| ADAMS,JERRY                                            | 113 N FEDERAL HWY            | DANIA BEACH   | FL    | 33004 |       |
| ADDERLY,ARLENE C                                       | 110 NW 11 AVE                | DANIA BEACH   | FL    | 33004 | 2609  |
| ADELE BESNER TRBESNER,HANNA S TRSTEE                   | 4240 GALT OCEAN DR #603      | FORT LAUDERI  | FL    | 33308 |       |
| AGUILAR,JUAN JOSE                                      | 223 NW 13 CT                 | DANIA BEACH   | FL    | 33004 |       |
| AHEAD OF COMPETITION LLC                               | 5965 STIRLING RD #127        | DAVIE         | FL    | 33314 |       |
| AIKENS,FRANCESTYRONE A AIKENS REV LIV TR ETAL          | 1407 NW 1 ST                 | DANIA BEACH   | FL    | 33004 | 5105  |
| ALAZZAWI,FURATBACSA,KATALIN                            | 4054 NW 85 AVE               | PEMBROKE PIN  | FL    | 33024 | 5026  |
| ALETHA HARDGE PLAYER REV TRPLAYER,ALETHA HARDGE TRSTEE | 20456 NE 34 CT               | AVENTURA      | FL    | 33180 | 1650  |
| ALIX,KELVYN                                            | 231 NW 12 CT                 | DANIA BEACH   | FL    | 33004 |       |
| ALTUKHOV,OLEG & TATIANA                                | 116 NW 6 AVE                 | DANIA BEACH   | FL    | 33004 |       |
| AMERICAN LEGION #209                                   | 806 NW 1 ST                  | DANIA BEACH   | FL    | 33004 | 3276  |
| ANAJAS REALTY TRTAMAR GROUP LLC TRSTEE                 | 2701 GRIFFIN RD              | FORT LAUDERI  | FL    | 33312 |       |
| ANDERSON,BEVERLYANDERSON,EBONY                         | 239 NW 12 CT                 | DANIA BEACH   | FL    | 33004 | 2637  |
| ANGLIN,STEDFORD H/EANGLIN,VENECIA NATOYA               | 117 NW 6 AVE                 | DANIA BEACH   | FL    | 33004 |       |
| ARAUZ,MICHAEL                                          | 122 NW 8 AVE                 | DANIA BEACH   | FL    | 33304 |       |
| ARGENTO GROUP LLC                                      | 8527 PINES BLVD #202         | PEMBROKE PIN  | FL    | 33024 |       |
| ARMSTRONG,WANDA G                                      | 718 SW 4 ST                  | DANIA BEACH   | FL    | 33004 | 4902  |
| ARRABUS TRADING LLCARX ASSOCIATES LLC                  | 395 FAIRWAY DR               | MIAMI BEACH   | FL    | 33141 |       |
| ASHKENAZI,MOSHE                                        | 3901 SW 73 AVE               | DAVIE         | FL    | 33314 | 3023  |
| B & JCM DANIA BEACH LLC                                | 3805 NW 107 AVE STE 123      | DORAL         | FL    | 33173 |       |
| BAKER,DOROTHY EST                                      | 30 SW 7 AVE                  | DANIA BEACH   | FL    | 33004 | 3215  |

|                                                    |                             |                 |       |      |
|----------------------------------------------------|-----------------------------|-----------------|-------|------|
| BANEGA,NANCY                                       | PO BOX 970788               | MIAMI FL        | 33197 |      |
| BARFIELD,GRACE                                     | 150 NW 13 AVE               | DANIA BEACH FL  | 33004 | 2611 |
| BEAUBRUN,JULIANIE H/ESAINVIL,JUDITH                | 114 NW 11 AVE               | DANIA BEACH FL  | 33004 | 2609 |
| BHM 105 LLC                                        | 250 95 ST SUITE 545811      | SURFSIDE FL     | 33154 |      |
| BIBLEWAY MINISTRY MISSIONARYBAPTIST CHURCH         | PO BOX 358                  | DANIA BEACH FL  | 33004 |      |
| BINGHAM,RAYNOR                                     | 117 NW 5 AVE                | DANIA BEACH FL  | 33004 |      |
| BINION,ERIC F                                      | 11370 NW 39 PL              | SUNRISE FL      | 33323 | 1157 |
| BIZZLE,RONNIE D & JODY LEE                         | 415 NW 3 PL                 | DANIA BEACH FL  | 33004 |      |
| BKORF PROPERTY MANAGEMENT &CONSULTING SERVICES LLC | 25 NW 14 CT                 | DANIA BEACH FL  | 33004 |      |
| BLACK,EBBIE                                        | 235 NW 12 AVE               | DANIA BEACH FL  | 33004 | 2648 |
| BLACK,LARRY J                                      | 2411 LAKE MIRAMAR WAY       | MIRAMAR FL      | 33025 |      |
| BLACK,TANESHA                                      | 2221 NW 34 AVE              | LAUDERDALE I FL | 33311 |      |
| BLAKE,RAMONA                                       | 54 NW 13 AVE                | DANIA BEACH FL  | 33004 |      |
| BLAKE,TREMENA                                      | 40 NW 14 AVE                | DANIA BEACH FL  | 33004 |      |
| BOHADANAH,ELI                                      | 3950 SW 6 ST                | FORT LAUDERI FL | 33312 | 2632 |
| BOHADANAH,ELIYAHU                                  | 3950 SW 6 ST                | FORT LAUDERI FL | 33312 | 2632 |
| BOUCHARD,PAIGE SANDRA                              | 509 NW 3 TER                | DANIA BEACH FL  | 33004 |      |
| BRIGGS,LISA ANN                                    | 124 NW 7 AVE                | DANIA BEACH FL  | 33004 |      |
| BROOKS,APRIL H/EGOODMAN,LISA                       | 206 NW 6 AVE                | DANIA BEACH FL  | 33004 | 2731 |
| BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS        | 115 S ANDREWS AVE RM 501-RP | FORT LAUDERI FL | 33301 | 1801 |
| BROWARD INTERNATIONAL COMMERCE                     | 1700 STUTZ DR STE 25        | TROY MI         | 48084 | 4502 |
| BROWARD INTERNATIONAL COMMERCEPARK LTD PARTNERSHIP | 1700 STUTZ DR STE 25        | TROY MI         | 48084 | 4502 |
| BROWN,CHRISTOPHER MICHAEL                          | 3755 BEACHWOOD DR           | DELRAY BEACH FL | 33445 |      |
| BROWN,LESLIE EILEEN                                | 153 NW 14 WAY # 3           | DANIA BEACH FL  | 33004 |      |
| BROWN,PATRICIA% DUSKEY MARINE INC                  | 110 N BRYAN ROAD            | DANIA BEACH FL  | 33004 | 2244 |
| BROWN,RALPH & PATRICIA A                           | 110 N BRYAN ROAD            | DANIA BEACH FL  | 33004 | 2244 |
| BRUMLEY,ORVILLE OSBOURNE                           | 133 NW 6 AVE                | DANIA BEACH FL  | 33004 |      |
| BRYANT,JEFFERY &BRYANT-WILCOX,MICHELLE M           | 5201 SW 18 ST               | PLANTATION FL   | 33317 |      |
| BRYANT,JEFFREY &WILCOX,MICHELLE                    | 5201 SW 18 ST               | PLANTATION FL   | 33317 |      |
| BURGOS,JACOB                                       | 513 NW 3 PL                 | DANIA BEACH FL  | 33004 |      |
| BUZIOS 1986 CORP                                   | 10185 COLLINS AVE #408      | BAL HARBOUR FL  | 33154 | 1606 |
| CAIL,CATHERINE E                                   | 1002 NW 2 ST                | DANIA BEACH FL  | 33004 | 2771 |
| CAMILO GOMEZ,JUAN                                  | 7343 WEST SAND LAKE RD #442 | ORLANDO FL      | 32819 |      |
| CAMPBELL,ELICE L                                   | 38 NW 8 AVE                 | DANIA BEACH FL  | 33004 | 3217 |
| CANEIRO,YUSLEYDIS                                  | 11201 SW 55 ST #34          | MIRAMAR FL      | 33025 |      |
| CANNON,VALERIA                                     | 120 NW 13 AVE               | DANIA BEACH FL  | 33004 |      |
| CARR REAL ESTATE INC                               | 4601 SHERIDAN ST #300       | HOLLYWOOD FL    | 33021 |      |
| CARR REAL ESTATE VENTURES LTD                      | 4601 SHERIDAN ST STE 300    | HOLLYWOOD FL    | 33021 |      |
| CARROLL,LEON & MARJORIE                            | 109 NW 11 AVE               | DANIA BEACH FL  | 33004 | 2608 |
| CARTER-PACE,RUTHINE V                              | PO BOX 762651               | SAN ANTONIO TX  | 78245 |      |
| CARTER,JONATHAN J EQLE                             | 122 NW 7 AVE                | DANIA BEACH FL  | 33004 | 0971 |
| CARTER,RONALD                                      | 4701 SW 24 ST               | WEST PARK FL    | 33023 |      |
| CARTER,RONALD                                      | P O BOX 21                  | DANIA BEACH FL  | 33004 |      |



|                                                        |                             |                 |       |      |
|--------------------------------------------------------|-----------------------------|-----------------|-------|------|
| CARTER,TERRY                                           | 34 NW 6 AVE APT 2           | DANIA BEACH FL  | 33004 |      |
| CARTER,TERRY                                           | 34 NW 6 AVE # 1-2           | DANIA BEACH FL  | 33004 |      |
| CARTWRIGHT,EDWARD C                                    | 7014 PARTRIDGE PL           | HYATTSVILLE MD  | 20782 | 1155 |
| CASTILLO-MANUS,MOISESHURTADO DE MENDOZA,IRAIDA         | 238 NW 8 AVE                | DANIA BEACH FL  | 33004 |      |
| CCEM LLC                                               | 1785 NW 38 AVE              | LAUDERHILL FL   | 33311 |      |
| CD FLORIDA PROPERTIES LLC                              | 1948 NW 74 AVE              | HOLLYWOOD FL    | 33024 |      |
| CHAMBERS,JOANN &CHAMBERS,SAMUEL                        | 208 NW 14 CT                | DANIA BEACH FL  | 33004 |      |
| CHARLES,NADIAKOFFI,MAGDALENE                           | 600 NW 3 ST                 | DANIA BEACH FL  | 33004 |      |
| CHEN,TONYTAN,KAH KAH                                   | 3327 SHERIDA ST             | HOLLYWOOD FL    | 33021 |      |
| CHERIZAL,PATRICK CHERY                                 | 288 NW 13 CT                | DANIA BEACH FL  | 33004 |      |
| CHOI,JIN YOUNGPUZIK,BERNARD JR                         | 210 NW 14 CT                | DANIA BEACH FL  | 33004 |      |
| CHOU,LI-HUAKUO,YUNG TZU                                | 5846 S FLAMINGO RD STE 521  | COOPER CITY FL  | 33330 |      |
| CHRISTINE M PROST REV LIV TRDANIELLE AGUIAR REV LIV TR | PO BOX 290484               | DAVIE FL        | 33329 | 0484 |
| CHURCH OF GOD TABERNACLE INC                           | PO BOX 530887               | MIAMI FL        | 33153 |      |
| CIEZADLO,NANCY ANN                                     | 63 N FEDERAL HWY            | DANIA BEACH FL  | 33004 |      |
| CITY OF DANIA BEACH                                    | 100 W DANIA BEACH BLVD      | DANIA BEACH FL  | 33004 | 3643 |
| CITY OF DANIA BEACH COMMUNITYREDEVELOPMENT AGENCY      | 100 W DANIA BEACH BLVD      | DANIA BEACH FL  | 33004 | 3643 |
| CLAIR,DALBURN                                          | 142 NW 8 AVE                | DANIA BEACH FL  | 33004 |      |
| CLARK,EMMA J &WEST,CHARLES E EST                       | 822 NW 3 ST                 | DANIA BEACH FL  | 33004 | 2710 |
| COACHMAN,TAYLOR                                        | 154 NW 14 WAY #2            | DANIA BEACH FL  | 33004 |      |
| COBB,MAE O                                             | 815 NW 3 ST                 | DANIA BEACH FL  | 33004 | 2709 |
| COITO,MAURYA A                                         | 4420 NW 42 TER              | COCONUT CRE FL  | 33073 |      |
| COLIGNY,TANYA SDORVIL,PASCAL JAMES                     | 108 NW 14 AVE               | DANIA BEACH FL  | 33004 |      |
| COLLINS SUITE ENTERPRISES LLC                          | 22 SW 5 AVE                 | DANIA BEACH FL  | 33004 | 3235 |
| COLLINS,CECIL                                          | 1006 NW 2 ST                | DANIA BEACH FL  | 33004 |      |
| COMERLAT HOSPITALITY 1 LLC                             | 20801 BISCAYNE BLVD STE 403 | AVENTURA FL     | 33180 |      |
| COOK,DOUGLAS JR                                        | 225 NW 5 AVE                | DANIA BEACH FL  | 33004 | 2726 |
| COOPER,D LBROWN GREEN,ELNORA EST                       | 234 NW 5 AVE                | DANIA BEACH FL  | 33004 | 2727 |
| COOPER,TONY CURTISGIBSON-COOPER,THERESA ANN            | 213 NW 8 AVE                | DANIA BEACH FL  | 33004 | 2734 |
| CORRALES,ADRIANA RAQUELGUTIERREZ,MARCOS                | 277 NW 13 CT                | DANIA BEACH FL  | 33004 |      |
| COSAC HOMELESS ASSISTANCECENTER INC                    | 2101 SW 136 AVENUE          | DAVIE FL        | 33325 |      |
| COVRE,MARGARET ANTONIAVAN ARSDALE,CAROL LYNN           | 249 GLENEAGLES DR           | ATLANTIS FL     | 33462 |      |
| COX,R E & JACQUELYN E                                  | 254 NW 9 AVE APT 1          | DANIA BEACH FL  | 33004 | 2737 |
| CREATIVE WORKSHOP FINEMOTORCAR RESTORATION REPAIR      | 118 NW PARK ST              | DANIA BEACH FL  | 33004 | 2828 |
| CUMMINGS,JOANNE                                        | 245 NW 12 AVE               | DANIA BEACH FL  | 33004 | 2624 |
| CUNNINGHAM,EMMA EST% NELLIE MAE WILLIAMS               | 501 NW 43 AVE               | PLANTATION FL   | 33317 |      |
| CURE,AMARILLA I                                        | 209 NW 14 CT                | DANIA BEACH FL  | 33004 |      |
| CURRY,DIANA                                            | 113 NW 11 AVE               | DANIA BEACH FL  | 33004 | 2608 |
| CURRY,ROSALIND H/ECURRY,DENNIS JR ETAL                 | 235 NW 6 AVE                | DANIA BEACH FL  | 33004 |      |
| DAHAB FAM REV TR                                       | 17805 NW 15 ST              | PEMBROKE PIN FL | 33029 |      |
| DAISE,GLADYS                                           | 125 NW 11 AVE               | DANIA BEACH FL  | 33004 | 2608 |
| DAISE,KELVIN H                                         | 110 NW 14 AVE               | DANIA BEACH FL  | 33004 |      |
| DAISE,R & BETTY J                                      | 1006 NW 2 ST                | DANIA BEACH FL  | 33004 | 2771 |

|                                                            |                                 |                  |       |      |
|------------------------------------------------------------|---------------------------------|------------------|-------|------|
| DAISE,RODERICK D & BETTY J                                 | 1006 NW 2 ST                    | DANIA BEACH FL   | 33004 | 2771 |
| DAMIANO,LYNN M                                             | 4481 SW 54 CT                   | DANIA BEACH FL   | 33314 |      |
| DANIA ANTIQUE & JEWEL ARCADE                               | PO BOX 1814                     | DANIA BEACH FL   | 33004 | 1814 |
| DANIA BEACH BOULEVARD INVESTORSLLC                         | 22 SW 5 AVE                     | DANIA BEACH FL   | 33004 | 3235 |
| DANIA BEACH ENTERPRISES LLC                                | 3801 NORTH PARK ROAD            | HOLLYWOOD FL     | 33021 | 1903 |
| DANIA BEACH HOSPITALITYGROUP LLC                           | 1955 HARRISON ST #200           | HOLLYWOOD FL     | 33020 |      |
| DANIA BEACH HOUSING AUTHORITY                              | 1101 W DANIA BEACH BLVD STE 100 | DANIA BEACH FL   | 33004 |      |
| DANIA ECONOMIC DEVELOPMENT CORP                            | 210 NW 12 AVE                   | DANIA BEACH FL   | 33004 | 2647 |
| DANIA LEGACY PROPERTIES LLC                                | 190 NE 199 ST #106              | MIAMI FL         | 33179 |      |
| DANIA LIVE 1748 II LLC% KIMCO REALTY CORP                  | 500 N BROADWAY #201             | JERICO NY        | 11753 |      |
| DANIA PAD LLC                                              | 240 SW 15 ST                    | DANIA BEACH FL   | 33304 |      |
| DANIA PHOENIX CORP                                         | 3815 S LAKE DR                  | BOYNTON BEA FL   | 33435 |      |
| DANIA PLAZA INC                                            | PO BOX 1814                     | DANIA BEACH FL   | 33004 | 1814 |
| DANIA PS LLC                                               | 1741 CORAL WAY                  | MIAMI FL         | 33145 |      |
| DANIA WAREHOUSE 110 LLC                                    | 4191 PARK VIEW DR               | HOLLYWOOD FL     | 33021 |      |
| DANNY 1712 LLC                                             | 8737 NW 39 ST                   | HOLLYWOOD FL     | 33024 | 8740 |
| DARLING,TAURA H/EKEEL,HELEN EST ETAL                       | 514 NW 3 STREET                 | DANIA BEACH FL   | 33004 |      |
| DAVIDSON HOLDINGS LLC                                      | 1915 JOHNSON ST                 | HOLLYWOOD FL     | 33020 |      |
| DAVIS,D & GEORGIA L                                        | PO BOX 1328                     | DANIA BEACH FL   | 33004 | 1328 |
| DAVIS,DARIUS D                                             | 205 NW 7 AVE                    | DANIA BEACH FL   | 33004 | 2732 |
| DAVIS,GEORGIA L                                            | PO BOX 1328                     | DANIA BEACH FL   | 33004 | 1328 |
| DAVIS,MYRA THEA                                            | 29 NW 4 AVE                     | DANIA BEACH FL   | 33004 | 3268 |
| DAVIS,RANZEL LEE III                                       | 23 NW 14 CT                     | DANIA BEACH FL   | 33004 |      |
| DE LEON,EDGARDO ARIEL                                      | 501 E DANIA BEACH BLVD #1L      | DANIA BEACH FL   | 33004 |      |
| DEAN,WANDA B                                               | 761 SW 3 ST                     | DANIA BEACH FL   | 33004 |      |
| DECOTA GROUP                                               | 201 NE 2 CT                     | DANIA BEACH FL   | 33004 |      |
| DELOUCH,WILLIE EDWARD M JR                                 | PO BOX 1165                     | DANIA BEACH FL   | 33004 |      |
| DEROZIER,PIERRE RICHARD                                    | 113 NW 6 AVE                    | DANIA BEACH FL   | 33004 |      |
| DEUTSCHE BANK NATL TR CO TRSTEE%SELECT PORTFOLIO SERVICING | 3217 S DECKER LAKE DR           | SALT LAKE CIT UT | 84119 |      |
| DIANE HARDGE REV TRTOMLINSON,JULIENE JEANE TRSTEE          | 5858 NW 62 TER                  | PARKLAND FL      | 33067 |      |
| DISMAS CHARITIES INC                                       | 2500 SEVENTH ST RD              | LOUISVILLE KY    | 40208 |      |
| DORCELY,HENRYJOSE,LINDA                                    | 134 NW 7 AVE                    | DANIA BEACH FL   | 33004 |      |
| DORCIN,JEAN GJOSEPH,MIRLANDE                               | 229 NW 6 AVE                    | DANIA BEACH FL   | 33004 |      |
| DOWDELL,ARRIE L EST                                        | 213 NW 6 AVE                    | DANIA BEACH FL   | 33004 | 2730 |
| DRAX INVESTMENTS PROPERTIESIII LLC                         | 7320 GRIFFIN RD #217            | DAVIE FL         | 33314 |      |
| DRAYTON,KAREN LAVERNE                                      | 1426 NW 2 ST                    | DANIA BEACH FL   | 33004 | 2606 |
| DUCE,JEAN JOSEPH & ISELANDE                                | 221 NW 8 AVE                    | DANIA BEACH FL   | 33004 |      |
| DUENAS,NICOLAS                                             | 260 NW 14 CT #1-2               | DANIA BEACH FL   | 33004 |      |
| DUKES,KEVIN                                                | 1208 WINDY RIDGE LN SE          | ATLANTA GA       | 30339 |      |
| DULAY,JOHN                                                 | 500 NW 24 ST                    | WILTON MANO FL   | 33311 | 3756 |
| DULCIETA PROPERTIES INC                                    | 232 NW 14 WAY                   | DANIA BEACH FL   | 33004 |      |
| DULCIETA PROPERTIES INC                                    | 4848 SW 25 AVE                  | FORT LAUDERIFL   | 33312 |      |
| EMMANUEL TEMPLE CHURCH OF GODIN CHRIST INC                 | PO BOX 368                      | DANIA BEACH FL   | 33004 | 0368 |

EWERS,CARLA  
F & P APARTMENTS LLC  
FADEN,ERIC HALAN  
FAIRCHILD BUTLER,MARY ALICE  
FALLAD,JORGE M &VELEZ,MARIA A  
FANUDIO LLC  
FEDD-YOUNG,MELINDA ANNYOUNG,RICKIE  
FEDD,ELLIOTT NAT  
FEDERAL HIGHWAY-DANIA BEACH LLC  
FELIGNA CORP  
FEQUIERE,DAVOUSTSAINT CYR,DARNA S GUETSHINA  
FIAT 666 LLC  
FISHER,LORRAINE S  
FIVE GEMS LLC  
FKH SFR PROPCO B-HLD LP%FIRST KEY HOMES LLC  
FLEMING,ANGELA  
FLORIDA EAST COAST RAILWAY LLC  
FLORIDA EASTERN ECCLESIASTICALJURISDICTION  
FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB  
FLORINDA LEB INC  
FONTUS CAPITAL LLC  
FORD,TRAVIS  
FP USA DANIA LLC  
FRANCO'S AUTO REPAIR INC  
FRANKLIN,MAE SANDERS  
FUNCHESS,DWAYNE L  
FUNCHESS,WILLIE ELIAS  
FUSSELL,SHERLANNE  
FYR SFR BORROWER LLC%HAVENBROOK HOMES  
G&A GROUP 1 LLC  
GADSEN,NATALIERILEY,BEVERLY  
GAINES,PAMELA & MICHAEL SRNUBY,RONALD ETAL  
GAO,YUNQING  
GAO,YUNQING  
GARDNER,ALBERTA EST  
GARNETT REAL ESTATE HOLDINGS LLC  
GATHERS,DOROTHY E  
GEORGE,BERNARD & DENISE R  
GERTSENZON,MARINA  
GIBSON,STINA S  
GINTON LLC  
GOLDEN BEACH HOLDINGS INC  
GOMEZ,GEISET SANCHEZ

228 NW 5 AVE  
167 N FEDERAL HWY  
4250 SW 102 AVE  
112 NW 14 AVE  
102 N FEDERAL HWY  
2875 NE 191 ST SUITE 801  
225 NW 7 AVE  
161 NW 13 AVE  
18200 W DIXIE HWY  
2069 NE 123 ST  
515 NW 3 TER  
1707 HARBOR VIEW CIR  
133 NW 11 AVE  
1631 GRANDVIEW BLVD  
1850 PARKWAY PL #900  
2856 FUNSTON ST  
7150 PHILIPS HWY  
PO BOX 62  
700 UNIVERSE BLVD  
9920 COLLINS AVE #21  
5711 SW 32 TER  
280 NW 14 WAY  
31 SE 5 ST #CU-203  
167 N FEDERAL HWY  
131 NW 13 AVE  
15 NW 14 CT  
25 NW 14 CT  
235 NW 14 CT  
PO BOX 4090  
PO BOX 1859  
134 NW 11 AVE  
1911 SCARBROUGH DR  
5190 NW 165 ST UNIT D  
19651 NE 22 AVE  
1402 NW 3 ST  
302 NW 1 ST  
259 NW 12 CT  
207 NW 7 AVE  
215 NW 4 AVE  
225 NW 4 AVE  
19381 CHERRY HILLS TER  
801 S UNIVERSITY DR STE A112  
129 NE 1 CT

|              |    |       |      |
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| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 |      |
| DAVIE        | FL | 33328 |      |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 | 2804 |
| AVENTURA     | FL | 33180 |      |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 | 2631 |
| NORTH MIAMI  | FL | 33160 |      |
| NORTH MIAMI  | FL | 33181 |      |
| DANIA BEACH  | FL | 33004 |      |
| WESTON       | FL | 33327 |      |
| DANIA BEACH  | FL | 33004 |      |
| KISSIMMEE    | FL | 34744 |      |
| MARIETTA     | GA | 30067 |      |
| HOLLYWOOD    | FL | 33020 |      |
| JACKSONVILLE | FL | 32256 |      |
| DANIA BEACH  | FL | 33004 |      |
| JUNO BEACH   | FL | 33408 |      |
| BAL HARBOUR  | FL | 33154 |      |
| FORT LAUDER  | FL | 33312 |      |
| DANIA BEACH  | FL | 33004 |      |
| MIAMI        | FL | 33131 |      |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 | 2611 |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 |      |
| SCOTTSDALE   | AZ | 85261 | 4090 |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 |      |
| STONE MOUNT  | GA | 30088 |      |
| MIAMI GARDEN | FL | 33014 |      |
| MIAMI        | FL | 33180 |      |
| DANIA BEACH  | FL | 33004 | 2621 |
| DANIA BEACH  | FL | 33004 | 2848 |
| DANIA BEACH  | FL | 33004 | 2637 |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 |      |
| DANIA BEACH  | FL | 33004 | 2723 |
| BOCA RATON   | FL | 33498 |      |
| PLANTATION   | FL | 33324 |      |
| DANIA BEACH  | FL | 33004 |      |

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|--------------------------------------------------------|----------------------------|-----------------|-------|------|
| GONZALEZ,FABIAN323-325 NW 5 AVE LAND TR                | 325 NW 5 AVE               | DANIA BEACH FL  | 33004 |      |
| GOODINGS,TERRENCE H/EGOODINGS,WILFRED                  | 220 NW 7 AVE               | DANIA BEACH FL  | 33004 |      |
| GR 1221 LLC                                            | 1454 TYLER ST              | HOLLYWOOD FL    | 33020 |      |
| GRACE,BETTY                                            | 804 NW 3 ST                | DANIA BEACH FL  | 33004 |      |
| GRACE,GLORIA GASKINS                                   | 50 NW 13 AVE               | DANIA BEACH FL  | 33004 |      |
| GRACE,JAMES A & BOBBIE H H/EGEORGE,BRANDON             | 110 NW 8 AVE               | DANIA BEACH FL  | 33004 | 2758 |
| GRAJO INVESTMENTS LLC                                  | PO BOX 1720                | DANIA BEACH FL  | 33004 |      |
| GREAT HOME DEALS LLC                                   | 2101 S OCEAN DR #507       | HOLLYWOOD FL    | 33019 |      |
| GREATER MT ZION AME CHURCH INC                         | 215 NW 5 AVE               | DANIA BEACH FL  | 33004 |      |
| GREATER TRINITY BAPTIST CHURCH                         | 25 NW 7 AVE                | DANIA BEACH FL  | 33004 | 3261 |
| GREENE,DARREN & VERONICA                               | 294 NW 13 CT               | DANIA BEACH FL  | 33004 | 2613 |
| GREENE,JOYCE A                                         | 225 NW 8 AVE               | DANIA BEACH FL  | 33004 | 2734 |
| GREER,KIMBERLY LOUISE                                  | 248 NW 12 CT               | DANIA BEACH FL  | 33004 |      |
| GRULLON,RAMON EMILIO                                   | 218 NW 8 AVE #1-2          | DANIA BEACH FL  | 33004 |      |
| GULFSTREAM DB LLC                                      | 3109 GRAND AVE #348        | MIAMI FL        | 33133 |      |
| GUPTA,CHANDER                                          | 11380 TEMPLE ST            | COOPER CITY FL  | 33330 | 4443 |
| GUSTAVE,SABRINA LAFAYE                                 | 1201 NW 29 AVE             | FORT LAUDERI FL | 33301 |      |
| GUTIERREZ,DANIEL ROBERTO                               | 2000 TOWERSIDE TER APT 708 | MIAMI FL        | 33138 | 2232 |
| GUTMAN,NICOLAS URIEL                                   | 1370 NW 3 ST               | DANIA BEACH FL  | 33004 |      |
| H & C INTERNATIONAL TRADING LLC                        | 8527 PINES BLVD #202       | PEMBROKE PIN FL | 33024 |      |
| HADLEY,JERRYTHOMAS,GWENDOLYN                           | 6 NW 8 AVE                 | DANIA BEACH FL  | 33004 |      |
| HANKIN,MALKA                                           | PO BOX 641051              | NORTH MIAMI FL  | 33164 |      |
| HARDGE,BERNARDHARDGE,DONALD L                          | 292 NW 13 CT               | DANIA BEACH FL  | 33004 | 2613 |
| HARDGE,BOBBIE H/EPLAYER,ALETHA & EDWARDS,ANNETTE       | 137 NW 14 AVE              | DANIA BEACH FL  | 33004 | 2630 |
| HARKLESS,MARY L                                        | 251 NW 12 CT               | DANIA BEACH FL  | 33004 | 2637 |
| HARRIS,BRENDA                                          | 720 NW 3 ST                | DANIA BEACH FL  | 33004 | 2708 |
| HARRIS,CHRISTY HOLLY                                   | 221 NW 7 AVE               | DANIA BEACH FL  | 33004 | 2732 |
| HARRIS,KIRK D JR.                                      | 27 NW 5 AVE                | DANIA BEACH FL  | 33004 |      |
| HARRIS,PRINCETTA R                                     | PO BOX 1521                | DANIA BEACH FL  | 33004 | 1521 |
| HASIDA LLC                                             | 531 SW 181 AVE             | PEMBROKE PIN FL | 33029 |      |
| HE,XIAO XIA                                            | 242 S FEDERAL HWY          | DANIA BEACH FL  | 33004 |      |
| HE,XIAO XIAWU,NAI JEN                                  | 242 S FEDERAL HWY          | DANIA BEACH FL  | 33004 |      |
| HEARNES,RUTHINE CARTER                                 | 1330 PRIVATE RD #3702      | SAN ANTONIO TX  | 78253 |      |
| HENRY,DAPHNE J                                         | 1201 NW 2 ST               | DANIA BEACH FL  | 33004 | 2635 |
| HILER BUFFALO LLC                                      | 75 COLUMBIA AVE            | CEDARHURST NY   | 11516 |      |
| HOLLYWOOD-94 LLC                                       | 109 NW 6 AVE               | DANIA BEACH FL  | 33004 |      |
| HOLOCAUST DOCUMENTATION ANDEDUCATION CENTER INC        | 303 N FEDERAL HWY          | DANIA BEACH FL  | 33004 |      |
| HOLY TABERNACLE UNITEDCHURCH OF GOD                    | 1151 NW 27 AVE             | FORT LAUDERI FL | 33311 | 5712 |
| HONDAL,LUIS A PUENTES                                  | 1147 HILLSBORO MILE #309   | HILLSBORO BE FL | 33062 |      |
| HONE,EUNICE MROBERT E & EUNICE M HONE REV TR           | 102 NE 2 PL                | DANIA BEACH FL  | 33004 | 2825 |
| HOUSE OF GOD WHICH IS THE CHURCHOF THE LIVING GOD ETAL | 810 NW 3 ST                | DANIA BEACH FL  | 33004 | 2710 |
| HOWE,ROBERT WILLIAM &HOWE,BARBARA                      | 920 SW 21 CT               | FORT LAUDERI FL | 33315 | 2424 |
| HUMPHREY,JAMES & LOU VERA                              | 235 NW 12 CT               | DANIA BEACH FL  | 33004 | 2637 |

|                                                |                                 |                  |       |      |
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| HUNT,TERRANCE LAMONTTRIBUE-HUNT,JANICE VALECIA | 2836 SW 17 AVE                  | FORT LAUDERI FL  | 33315 |      |
| ICENHOWER,JEREMY B                             | 9 NW 8 AVE #1                   | DANIA BEACH FL   | 33004 |      |
| IELC LAND TRMEDINA,A & MEDINA,C TRSTEEES       | 236 N FEDERAL HIGHWAY SUITE 101 | DANIA BEACH FL   | 33004 |      |
| ITZKOWITZ,FRANCINE                             | 11658 SW SAILFISH ISLES WAY     | PORT ST LUCIE FL | 34987 | 5408 |
| IVES,RANDOLPH JR H/EIVES,IONE & RANDOLPH ETAL  | 217 NW 4 AVE                    | DANIA BEACH FL   | 33004 |      |
| J E R INVESTMENTS INC                          | 215 N FEDERAL HWY               | DANIA BEACH FL   | 33004 | 2805 |
| JACK BESNER IRREV TRBESNER,HILDA TRSTEE        | 4240 GALT OCEAN DR #603         | FORT LAUDERI FL  | 33308 |      |
| JACK BESNER TRBESNER,HILDA                     | 4240 GALT OCEAN DR #603         | FORT LAUDERI FL  | 33308 |      |
| JACKSON,BERNARD                                | 2601 E ARAGON BLVD #5           | SUNRISE FL       | 33313 |      |
| JACKSON,DOROTHY                                | 1373 NW 3 ST                    | DANIA BEACH FL   | 33004 | 2640 |
| JACKSON,SHERISSA                               | 200 NW 7 AVE                    | DANIA BEACH FL   | 33004 |      |
| JAMES,CORAZON                                  | 1075 92 ST #401                 | MIAMI BEACH FL   | 33154 |      |
| JAMES,NICHELE H/EJAMES,TRAVIS & MCGEE,DEBORAH  | 219 NW 12 CT                    | DANIA BEACH FL   | 33004 |      |
| JAMES,TAMMIE DENISE H/EJAMES,ELLIS RANDOLPH    | 255 NW 12 AVE                   | DANIA BEACH FL   | 33004 | 2624 |
| JAVIER VILLEGAS,MARIE CEFERINA                 | 500 NE 77 ST                    | MIAMI FL         | 33138 |      |
| JDR GROUP LLC                                  | 1455 N TREASURE DR              | NORTH BAY VII FL | 33141 |      |
| JEAN-LOUIS,DAUDI                               | 149 NW 6 AVE                    | DANIA BEACH FL   | 33004 |      |
| JOHNSON,CLEOJAMES,CLEO                         | 129 NW 13 AVE                   | DANIA BEACH FL   | 33004 |      |
| JOHNSON,CYNTHIA N                              | 121 NW 10 CT                    | DANIA BEACH FL   | 33004 | 2772 |
| JOHNSON,DEMETRIUSJOHNSON,GEOTIS                | 126 NW 7 AVE                    | DANIA BEACH FL   | 33004 |      |
| JOHNSON,LOIS F EST                             | 227 NW 12 CT                    | DANIA BEACH FL   | 33004 |      |
| JONES MANAGEMENT GROUP INC                     | 9 NW 4 AVE STE B                | DANIA BEACH FL   | 33004 | 3268 |
| JONES,ALBERT C                                 | 722 SW 3 ST                     | DANIA BEACH FL   | 33004 |      |
| JONES,CORINTHIAN A                             | 135 NW 6 AVE                    | DANIA BEACH FL   | 33004 |      |
| JONES,M JR & BARBARA                           | PO BOX 357                      | DANIA BEACH FL   | 33004 | 0357 |
| JONES,M L JR & BARBARA H                       | PO BOX 357                      | DANIA BEACH FL   | 33004 | 0357 |
| JONES,MILTON JR & BARBARA H                    | 1999 SUNRISE KEY BLVD           | FORT LAUDERI FL  | 33304 | 3817 |
| JONES,MILTON JRJONES,ALBERT                    | 722 SW 3 ST                     | DANIA BEACH FL   | 33004 | 4901 |
| JONES,MILTON L & BARBARA H                     | 9 NW 4 AVE                      | DANIA BEACH FL   | 33004 |      |
| JONES,PATRICIA                                 | PO BOX 590082                   | FORT LAUDERI FL  | 33359 | 0082 |
| JONES,THEREROCE                                | 37 NW 5 AVE                     | DANIA BEACH FL   | 33004 |      |
| JOSEPH,DENRICK H/EJOSEPH,SHERRY                | 139 NW 14 WAY                   | DANIA BEACH FL   | 33004 |      |
| JRD DEVELOPMENT LLC                            | 726 FRANKLIN TER                | ROSELLE NJ       | 07203 |      |
| JUDGE,RICHARD                                  | 121 NW 4 AVE                    | DANIA BEACH FL   | 33004 |      |
| JUDGE,RICHARD JR                               | 121 NW 4 AVE                    | DANIA BEACH FL   | 33004 |      |
| JULAKANTI,VENKAT REDDYMATHA,NIRMALA ETAL       | 6477 N ANISE CT                 | DAVIE FL         | 33314 |      |
| JULIEN,PATRICK                                 | 502 W 55 ST APT 5E              | NEW YORK NY      | 10019 | 3581 |
| KENON,DWIGHT                                   | 2811 NW 26 ST                   | FORT LAUDERI FL  | 33311 | 2011 |
| KENON,SHIRLEY A                                | 1300 NW 1 ST                    | DANIA BEACH FL   | 33004 | 5104 |
| KNIGHT,BERNARD EISLEY                          | 125 NW 5 AVE                    | DANIA BEACH FL   | 33004 |      |
| KNOWLES,CHRISTOPHER A JR & JUNE                | 250 NW 9 AVE                    | DANIA BEACH FL   | 33004 |      |
| L&J CAPITAL LLC                                | 8504 NW 3 ST                    | CORAL SPRINC FL  | 33071 |      |
| LAGUERRE,LUMENE DABEL H/ELAGUERRE,JHIMY        | 505 NW 3 ST #1-2                | DANIA BEACH FL   | 33004 |      |

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| LANG RENTALS LLC                                       | 5561 SW 94 AVE                  | COOPER CITY FL  | 33328 |      |
| LANGSTON,LEOLA                                         | 105 NW 10 CT                    | DANIA BEACH FL  | 33004 | 2772 |
| LANTIGUA,GREGORIO                                      | 1350 NW 3 ST                    | DANIA BEACH FL  | 33004 |      |
| LARKINS,GEORGE AWEST,COKENYA D                         | 211 NW 12 AVE                   | DANIA BEACH FL  | 33004 | 2623 |
| LAROSA,JOSEPH MICHAEL                                  | 229 NW 4 AVE # 1                | DANIA BEACH FL  | 33004 | 2723 |
| LATOTIE LLC                                            | PO BOX 1720                     | DANIA BEACH FL  | 33004 |      |
| LATVIAN MAPLE LLC                                      | 113 NW 13 AVE                   | DANIA BEACH FL  | 33004 |      |
| LAVISH LIFESTYLES CAPITALINVESTMENT GROUP LLC          | PO BOX 19322                    | JACKSONVILLE FL | 32245 |      |
| LAWAL,OLUSAYO                                          | 108 NW 13 AVE                   | DANIA BEACH FL  | 33004 |      |
| LBF USA CORP                                           | 150 EAST PALMETTO PK RD STE 800 | BOCA RATON FL   | 33432 |      |
| LEIVA,MICHELLE E                                       | 151 NW 7 AVE                    | DANIA BEACH FL  | 33004 | 2756 |
| LEWIS,DOROTHY                                          | 56 CHAPMAN LANE                 | GALES FERRY CT  | 06335 |      |
| LEWIS,LIZZIE EST                                       | 229 NW 8 AVE                    | DANIA BEACH FL  | 33004 |      |
| LGG REAL ESTATE LLC                                    | 42 SOUTH CR                     | MAPLEWOOD NJ    | 07040 |      |
| LGT REAL ESTATE LLC                                    | 4863 STREAMBAY CRT              | RIVERSIDE CA    | 92505 |      |
| LILLIE PARRISH TRJACKSON,CASTELLA PARRISH TRSTEE       | 2413 RALEIGH ST                 | HOLLYWOOD FL    | 33020 | 1611 |
| LOAN TEAM INC                                          | 13499 BISCAYNE BLVD STE T2      | NORTH MIAMI FL  | 33181 |      |
| LOUIS,MIDRENNE H/EAUGUSTE,MARC ARTHUR                  | 129 NW 6 AVE                    | DANIA BEACH FL  | 33004 |      |
| LOUIS,NELXI H/ELOUIS,ERMANISE                          | 125 NW 6 AVE                    | DANIA BEACH FL  | 33004 |      |
| LOVELY PROPERTIES LLC                                  | 261 N UNIVERSITY DR #500        | PLANTATION FL   | 33324 |      |
| LUCAS,GARY & CYNTHIA                                   | 2242 FREEDOM ST                 | HOLLYWOOD FL    | 33020 |      |
| LUCAS,GARYLUCAS,CYNTHIA                                | 2242 FREEDOM ST                 | HOLLYWOOD FL    | 33020 |      |
| LUCKEYS MOTEL INC                                      | 20 S FEDERAL HWY                | FORT LAUDERI FL | 33301 |      |
| MADDOX,SARAH B                                         | 236 NW 12 CT                    | DANIA BEACH FL  | 33004 | 2626 |
| MANCUSI,JOSEPH A                                       | 214 NE 2 PL                     | DANIA BEACH FL  | 33004 | 4816 |
| MANCUSI,JOSEPH A% CALIFORNIA DREAM INN                 | 214 NE 2 PL                     | DANIA BEACH FL  | 33004 | 4816 |
| MANCUSI,MICHAEL                                        | 1525 SE 15 ST APT 24            | FORT LAUDERI FL | 33316 | 2736 |
| MANCUSI,MICHAEL & MANCUSI,JOSEPH% CALIFORNIA DREAM INN | 214 NE 2 PL                     | DANIA BEACH FL  | 33004 | 4816 |
| MANTERO,FRANCISO                                       | 801 NW 3 TERRACE                | DANIA BEACH FL  | 33004 |      |
| MARKOV,EVGENIIMATIN-AO,CASEY JAY LOBITANA              | 242 NW 8 AVE                    | DANIA BEACH FL  | 33004 |      |
| MARQUEZ,JOAN SEBASTIAN                                 | 5601 JEFFERSON ST               | HOLLYWOOD FL    | 33021 |      |
| MARSH,NATHAN &MARSH,FREDRICKA                          | 2111 SW 35 AVE                  | FORT LAUDERI FL | 33312 | 3627 |
| MARTIN,CATHIA L                                        | 120 NW 11 AVE                   | DANIA BEACH FL  | 33004 |      |
| MASON,MATTIE EST                                       | 109 NW 10 CT                    | DANIA BEACH FL  | 33004 | 2772 |
| MASSEY FAM TRMASSEY,RODERICK A TRSTEE ETAL             | 29 NW 7 AVE                     | DANIA BEACH FL  | 33004 |      |
| MAY,MICHAEL MARK                                       | 125 NE 1 CT                     | DANIA BEACH FL  | 33004 |      |
| MAYA STARS LLC                                         | 1501 ST LAWRENCE AVE            | BRONX NY        | 10460 |      |
| MC CLAM,TONY L                                         | 505 NW 3 TER                    | DANIA BEACH FL  | 33004 |      |
| MCCRAY,WILLIE JOE                                      | PO BOX 1121                     | DANIA BEACH FL  | 33004 | 1121 |
| MCCUTCHEON,JAMES & NAOMI S                             | 517 NW 3 PL                     | DANIA BEACH FL  | 33004 |      |
| MCCUTCHEON,JAMES &MCCUTCHEON,NAOMI                     | 517 NW 3 PL                     | DANIA BEACH FL  | 33004 |      |
| MCCUTCHEON,MARY EST%HORACE MCCUTHEON                   | 517 NW 3 PL                     | DANIA BEACH FL  | 33004 |      |
| MCDUFFIE,HOMER & LINDA                                 | 120 NW 6 AVE                    | DANIA BEACH FL  | 33004 |      |



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|----------------------------------------------------|-----------------------------|------------------|-------|------|
| MCKNIGHT,BENITA CLARK &MCKNIGHT,REGGIE             | 1360 NW 2 TER               | DANIA BEACH FL   | 33004 |      |
| MCLOUGHLIN,MICHAEL J                               | 110 NW 6 AVE                | DANIA BEACH FL   | 33004 |      |
| MEGACYCLE TOO LLC                                  | 326 NE 2 CT                 | DANIA BEACH FL   | 33004 |      |
| MESA,RUBEN                                         | 8730 NW 36 AVE              | MIAMI FL         | 33147 |      |
| MESTRE MAYAN,YANELISCRUZ OSORIO,JUAN CARLOS        | 209 NW 7 AVE                | DANIA BEACH FL   | 33004 |      |
| MICHAEL LAPENNA FAM TRLAPENNA,MICHAEL TRSTEE ETAL  | 150 PINE BEACH              | *DORVAL QC CA    | H9S 2 | T9   |
| MICHAELS,HUBERT S H/EMICHAELS,DIONNE               | 31 NW 6 AVE                 | DANIA BEACH FL   | 33004 |      |
| MIGNONE,ANITA                                      | 146-148 NE 1 AVE            | DANIA BEACH FL   | 33004 |      |
| MIRANJALI LLC                                      | 1500 SE 5 AVE               | DANIA BEACH FL   | 33004 |      |
| MIRZA,SHUJAAT & FARHAT                             | 5720 SW 5 ST                | PLANTATION FL    | 33317 | 3532 |
| MITCHELL-HARDGE,SHARON LYNN H/EBCH & SMH FAMILY TR | 292 NW 13 CT                | DANIA BEACH FL   | 33004 | 2613 |
| MOLTIMORE,THOMAS H/EBUTLER,BERNICE ETAL            | 416 NW 3 TER                | DANIA BEACH FL   | 33004 |      |
| MONTOYA MUNOZ,NATACHAOLIVA,KIANA                   | 134 S 12 AVE                | MOUNT VERN NY    | 10550 |      |
| MORALES,WALDO                                      | 3002 ILLINGWORTH AVE        | ORLANDO FL       | 32806 |      |
| MORGAN,DAVID                                       | 240 NW 7 AVE                | DANIA BEACH FL   | 33004 |      |
| MORRIS,ALVA M H/EBRUNO,LATRICE MERCEDES            | 241 NW 7 AVE                | DANIA BEACH FL   | 33004 |      |
| NANAN,CLYDE                                        | 4848 SW 25 AVE              | FORT LAUDER FL   | 33312 | 5929 |
| NANAN,SEEOBIN                                      | 260 NW 14 WAY               | DANIA BEACH FL   | 33004 |      |
| NANAN,ZEETA                                        | 6190 WOODLAND BLVD #107     | TAMARAC FL       | 33319 |      |
| NANDY INC                                          | 140 N FEDERAL HWY           | DANIA BEACH FL   | 33004 | 2804 |
| NAPOLI ASSETS 240 LLC                              | 534 SW 13 AVE               | FORT LAUDER FL   | 33312 |      |
| NASRIN HOMES INC                                   | 201 NE 2 CT                 | DANIA BEACH FL   | 33004 |      |
| NEW BHNV DANIA COMMERCIAL LLC                      | 5430 SW 25 AVE              | FORT LAUDER FL   | 33312 |      |
| NEW BHNV DANIA COMMERCIAL LLC                      | PO BOX 1975                 | HALLANDALE E FL  | 33008 |      |
| NEW LIFE 2014 LLC                                  | 12550 BISCAYNE BLVD STE 406 | NORTH MIAMI FL   | 33160 |      |
| NEXT ERA CONTRACTORS CORP                          | 3015 SW 114 TER #304        | MIRAMAR FL       | 33025 |      |
| NIBUR MAGIC LLC                                    | 2634 NW 49 ST               | BOCA RATON FL    | 33434 |      |
| NILCHAN,NASRIN                                     | 201 NE 2 CT                 | DANIA BEACH FL   | 33004 |      |
| NORTEI,EBENEZER                                    | 236 NW 5 AVE # 238          | DANIA BEACH FL   | 33004 | 2727 |
| NORTON,TAMMY F                                     | 260 NW 13 CT                | DANIA BEACH FL   | 33004 |      |
| NOVOA,BALBINA ARRIAGADA                            | 8256 NW 30 TER              | MIAMI FL         | 33122 |      |
| NOYE-BOLDIN,BARBARA                                | 27 NW 6 AVE                 | DANIA BEACH FL   | 33004 |      |
| NUBY,DAVID SR EST                                  | PO BOX 607                  | DANIA BEACH FL   | 33004 |      |
| NUBY,RONALD                                        | 417 OLD GRIFFIN RD          | DANIA BEACH FL   | 33004 | 2744 |
| NUBY,RONALD D                                      | 417 OLD GRIFFIN RD          | DANIA BEACH FL   | 33004 | 2744 |
| NW 1ST LLC                                         | 67 N FEDERAL HWY            | DANIA BEACH FL   | 33004 | 2801 |
| OAMI,ELANA                                         | 16499 NE 19 AVE STE 101     | NORTH MIAMI E FL | 33162 |      |
| OCONNELL,SEAN                                      | 210 NW 9 AVE                | DANIA BEACH FL   | 33004 |      |
| OHAB,WESLEY STEPHEN                                | 621 NW 3 TER                | DANIA BEACH FL   | 33004 |      |
| OHLSSON,JOHN ESUSAN M MICKETT REV TR ETAL          | 11268 SW 58 ST              | COOPER CITY FL   | 33330 |      |
| OLD GRIFFIN CORP                                   | 1451 OLD GRIFFIN RD         | DANIA BEACH FL   | 33004 |      |
| ONDERDONK,ERICSWEAR,ROBERT C JR                    | 250 NW 14 WAY               | DANIA BEACH FL   | 33004 |      |
| OPEN DOOR TO CHRIST INC                            | PO BOX 578                  | DANIA BEACH FL   | 33004 | 0578 |

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| OPULENT MANAGEMENT SERVICES LLC                             | 11300 SW 18 CT               | MIRAMAR FL      | 33025 |      |
| OSDAMI LLC                                                  | PO BOX 1816                  | DANIA BEACH FL  | 33004 |      |
| OWENS,OPHELIA H/EMARTIN,FRANCINA &SLADE,DIANE EST           | 205 NW 14 CT                 | DANIA BEACH FL  | 33004 |      |
| PALMER,T W & PALMER,JULIA MDDCTD PUBLC %CITY OF DANIA BEACH | 100 W DANIA BEACH BLVD       | DANIA BEACH FL  | 33004 | 3643 |
| PARC GRIFFIN LLC                                            | 1501 VENERA AVENUE SUITE 203 | CORAL GABLES FL | 33146 |      |
| PARKER,JAMES LEONARD II                                     | 608 NW 3 ST                  | DANIA BEACH FL  | 33004 | 2706 |
| PARROT'S RIVER LLC                                          | 2800 GLADES CIR #104         | WESTON FL       | 33327 |      |
| PAUL,CHARLCINA                                              | 1121 CARLTON ARMS BLVD       | BRADENTON FL    | 34208 | 5049 |
| PELL-RICHARDS,CECILIA                                       | 117 NW 7 AVE                 | DANIA BEACH FL  | 33004 |      |
| PENN,JAMES                                                  | 13152 BLACKHAWK TRAIL S      | JACKSONVILLE FL | 32225 |      |
| PEREZ,CARLOS JAVIER                                         | 10850 W SAMPLE RD #6407      | CORAL SPRING FL | 33066 |      |
| PEREZ,MAYELIN DEL CARMEN                                    | 511 NW 3 TER                 | DANIA BEACH FL  | 33004 |      |
| PERRY,HOWARD LORENZO                                        | 201 NW 8 AVE                 | DANIA BEACH FL  | 33004 | 2734 |
| PERRY,WILLIE H/EPERRY,ADDIE ETAL                            | 209 NW 8 AVE                 | DANIA BEACH FL  | 33004 |      |
| PHILLIP ST LUCE REV TRST LUCE,PHILLIP TRSTEE                | 3225 N HIATUS RD #450291     | FORT LAUDERFL   | 33351 | 0291 |
| PHILLIPS,ERIC                                               | 131 NW 14 AVE                | DANIA BEACH FL  | 33004 |      |
| PIERRE,WALDECKBERMANN,BERLANISE & BRUCE,UNIVE               | 229 NW 7 AVE                 | DANIA BEACH FL  | 33004 |      |
| PIERRERENE,KATHLEEN                                         | 1495 NW 2 ST                 | DANIA BEACH FL  | 33004 |      |
| PINO,CARMENREAL,MORAIMA                                     | 300 S HOLLYBROOK DR APT 106  | PEMBROKE PIN FL | 33025 | 1201 |
| POORAN,BUNASHIRE                                            | 2236 ELLIS AVE #2            | BRONX NY        | 10462 |      |
| POUX,YULISSA MARIA                                          | 226 NW 8 AVE                 | DANIA BEACH FL  | 33004 |      |
| PUBLIC LAND% CITY OF DANIA BEACH                            | 100 W DANIA BEACH BLVD       | DANIA BEACH FL  | 33004 | 3643 |
| RAGIN,OTIS JAMES JR H/ERAGIN,TRAKINA D                      | 125 NW 7 AVE                 | DANIA BEACH FL  | 33004 |      |
| RAMOS,YISSELLRAMOS GALLEGOS,LUIS ALBERTO                    | 130 NW 11 AVE                | DANIA BEACH FL  | 33004 |      |
| RATHAN,EILEENRATHAN,RON                                     | 98 71 ST                     | BROOKLYN NY     | 11209 |      |
| REBIBO,OSHER                                                | 5826 HOPE ST                 | HOLLYWOOD FL    | 33021 | 3236 |
| REITZ,JACK C &MADON-REITZ,SHERRY                            | 1341 NW 2 ST                 | DANIA BEACH FL  | 33004 |      |
| REYNOLDS,BARBARA S                                          | 40 NW 13 AVE                 | DANIA BEACH FL  | 33004 | 5107 |
| REYNOLDS,J & LUCILLE                                        | 2825 SW 5 CT                 | FORT LAUDERFL   | 33312 | 2132 |
| REYNOLDS,JOSEPH                                             | 2825 SW 5 CT                 | FORT LAUDERFL   | 33312 | 2132 |
| REYNOLDS,JOSEPH & LUCILLE                                   | 2825 SW 5 CT                 | FORT LAUDERFL   | 33312 | 2132 |
| REYNOLDS,LUCILLE RSIMS,RODNEY L                             | 2825 SW 5 CT                 | FORT LAUDERFL   | 33312 |      |
| REYNOLDS,RUBY &REYNOLDS,SANDRA                              | 2317 NW 26 AVE               | FORT LAUDERFL   | 33311 | 2838 |
| RHAYCOM LLC                                                 | PO BOX 1720                  | DANIA BEACH FL  | 33004 |      |
| RIGUERO,NELLY H/EMARTINEZ,RODRIGO& RIGUERO,SHARON           | 505 NW 3 PL                  | DANIA BEACH FL  | 33004 |      |
| RIOS,KIRA TIARE & LEINS                                     | 218 NW 7 AVE                 | DANIA BEACH FL  | 33004 |      |
| RIQUER GONZALEZ,MAURICIO JAVIERTAYLOR,VILMA A               | 65 NW 13 AVE                 | DANIA BEACH FL  | 33004 |      |
| RIVEIRA,MELINA                                              | 228 NW 9 AVE 1-2             | DANIA BEACH FL  | 33004 |      |
| ROBERTSON,RAYGINIA                                          | 404 NW 3 ST                  | DANIA BEACH FL  | 33004 | 2702 |
| ROBINSON,JUDITH V                                           | 1353 NW 3 ST                 | DANIA BEACH FL  | 33004 | 2640 |
| ROLLINS,RUTHIE MAE EQLEROLLINS,ESPY L EST                   | 257 NW 13 CT                 | DANIA BEACH FL  | 33004 | 2612 |
| ROSARIO-ADDERLEY,NICOLE                                     | 146 NW 5 AVE                 | DANIA BEACH FL  | 33004 |      |
| ROSE,PERRY & MARY L                                         | 1221 NW 2 ST                 | DANIA BEACH FL  | 33004 | 2635 |

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| ROSENSTEEL FAM LIV TR                                     | 503 LAKESIDE CIR        | SUNRISE FL       | 33326 |      |
| RRC CONNECTIONS RENTALS LLC                               | P O BOX 21              | DANIA BEACH FL   | 33004 |      |
| RYAN,JOHN M                                               | 34 NW 1 AVE             | DANIA BEACH FL   | 33004 |      |
| RYDER NASH LLC                                            | 41 NE 1 AVE #1          | DANIA BEACH FL   | 33004 |      |
| SAB2016 LLC                                               | 20200 W DIXIE HWY #1203 | AVENTURA FL      | 33180 |      |
| SAINT JOHN LAND TRTOSTI,G TRSTEE %CAMITON ASSOC           | 3670 N 54 AVE           | HOLLYWOOD FL     | 33021 |      |
| SALAZAR,MARIA                                             | 11110 S LAKEVIEW DR     | PEMBROKE PIN FL  | 33026 |      |
| SANCHEZ,JESUS ANTONIO                                     | 920 SW 30 ST            | FORT LAUDERI FL  | 33315 |      |
| SANTIAGO,ALEJANDRO HIRAM LLEON,MIRTA E                    | 246 NW 8 AVE            | DANIA BEACH FL   | 33004 |      |
| SASSON,ABRAHAM                                            | 251 174 ST #1517        | SUNNY ISLES E FL | 33160 | 3359 |
| SCHOOL BOARD OF BROWARD COUNTYATTN:FACILITY MANAGEMENT    | 600 SE 3 AVE            | FORT LAUDERI FL  | 33301 | 3125 |
| SCOTT,DELORIS                                             | 243 NW 12 CT            | DANIA BEACH FL   | 33004 | 2637 |
| SCOTT,MARY L EST                                          | 140 NW 14 AVE           | DANIA BEACH FL   | 33004 | 2614 |
| SCOTT,WINSTON L                                           | 247 NW 12 CT            | DANIA BEACH FL   | 33004 | 2637 |
| SCURA,SUNDAY JR                                           | 213 NW 1 AVE            | DANIA BEACH FL   | 33004 |      |
| SEQUERA,CARLOSSILVA,ALICIA                                | 37 NW 6 AVE             | DANIA BEACH FL   | 33004 |      |
| SER-VASS MANAGEMENT LLC                                   | 1501 W FAIRWAY RD       | PEMBROKE PIN FL  | 33026 |      |
| SFCLT DANIA I LLC                                         | 718 NE 2 AVE            | FORT LAUDERI FL  | 33304 |      |
| SHARON REID LIV TRSHARON REID TRSTEE                      | 945 NW 179 ST           | MIAMI GARDEN FL  | 33169 |      |
| SHEARD,CYNTHIA                                            | 242 NW 9 AVE            | DANIA BEACH FL   | 33004 |      |
| SHIRD,SHADARYLL LEATRICE                                  | 236 NW 7 AVE E          | DANIA BEACH FL   | 33004 |      |
| SIMS,VISIE                                                | 120 MAYES FARM RD NW    | MARIETTA GA      | 30064 |      |
| SINGH,PARAMVIR                                            | 16074 NE 21 AVE         | MIAMI FL         | 33162 |      |
| SIPPIO,DORETA                                             | 1421 NW 2 ST            | DANIA BEACH FL   | 33004 |      |
| SKYLAND PLAZA LLC                                         | 2734 POLK ST UNIT F     | HOLLYWOOD FL     | 33020 |      |
| SMITH,CYNTHIA H/ELUCAS,GARY                               | 50 NW 14 AVE            | DANIA BEACH FL   | 33004 |      |
| SMITH,MERDEEN JEANSTEWART,STEVE SEBASTIAN                 | 141 NW 6 AVE            | DANIA BEACH FL   | 33004 |      |
| SMITH,MINNIE WARREN                                       | 171 NW 12 AVE           | DANIA BEACH FL   | 33004 | 2632 |
| SMITH,RAYMOND FITZGERALD                                  | 2369 RALEIGH ST         | HOLLYWOOD FL     | 33020 | 1633 |
| SMITH,TIERENEY K                                          | 514 NW 3 TER            | DANIA BEACH FL   | 33004 | 2718 |
| SNELL,BERTHA EST                                          | 214 NW 7 AVE            | DANIA BEACH FL   | 33004 | 2733 |
| SOTO,ROBERTNATNAT,MICHAEL                                 | 324 MISSOURI ST         | HOLLYWOOD FL     | 33019 |      |
| SOUTH FLORIDA HAITIANEVANGELICAL BAPTIST CHURCH INC       | PO BOX 816              | DANIA BEACH FL   | 33004 |      |
| SOUTH FLORIDA WATER MANAGEMENTDISTRICT                    | PO BOX 24680            | WEST PALM BE FL  | 33416 | 4680 |
| SOUTHEASTERN CONFERENCE ASSN OFSEVENTH DAY ADVENTISTS INC | 1701 ROBIE AVE          | MOUNT DORA FL    | 32757 | 6339 |
| SPENCER,JEANETTE H/EWILLIAMS,RUTHIE H/E ETAL              | 106 NW 11 AVE           | DANIA BEACH FL   | 33004 | 2609 |
| SPILLMAN,LURMYCE D                                        | 81 NW 14 AVE            | DANIA BEACH FL   | 33004 | 5113 |
| SPIRIT AIRLINES INC                                       | 2800 EXECUTIVE WAY      | MIRAMAR FL       | 33025 |      |
| SQUALLS,STROMAN JR                                        | 150 NW 13 AVE           | DANIA BEACH FL   | 33004 |      |
| ST JOSEPH WESLEYANMETHODIST CHURCH                        | 244 NW 5 AVE            | DANIA BEACH FL   | 33004 |      |
| ST RUTH MISSIONARY BAPTISTCHURCH INC                      | PO BOX 698              | DANIA BEACH FL   | 33004 |      |
| ST RUTH MISSIONARY BAPTISTCHURCH INC % CITY OF DANIA BCH  | 100 W DANIA BEACH BLVD  | DANIA BEACH FL   | 33004 |      |
| ST RUTH MISSIONARYBAPTIST CHURCH INC                      | PO BOX 698              | DANIA BEACH FL   | 33004 | 0698 |

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| STOKES,BERTIES LEE                                     | 160 NW 14 WAY                    | DANIA BEACH FL  | 33004 | 2616 |
| SUN GARDEN LTD                                         | 9 NW 4 AVE SUITE A               | DANIA BEACH FL  | 33004 | 3268 |
| SUNDAY AND CHERI'S LLC                                 | 10721 SW 57 PL                   | DAVIE FL        | 33328 |      |
| SWEET VALENTINO LLC                                    | 1820 N CORPORATE LAKES BLVD #109 | WESTON FL       | 33326 |      |
| SWEETING,CHRISTOPHER LSWEETING,RUSHAE SMITH            | PO BOX 694354                    | MIAMI FL        | 33269 |      |
| T&S 76 INVESTMENTS LLC                                 | 5640 SW 188 AVE                  | SOUTHWEST R FL  | 33332 |      |
| TALIAFERRO,SHIRLEY K H/DJOHNSON,BARBARA EST            | 210 NW 6 AVE                     | DANIA BEACH FL  | 33004 |      |
| TALIAFERRO,SHIRLEYKNOWLES,HILDA EST                    | 145 NW 2 ST                      | DANIA BEACH FL  | 33004 | 2823 |
| TAPUZ INC                                              | 3434 SW 53RD CT                  | FORT LAUDERI FL | 33312 | 5538 |
| TATE FAM REV LIV TRTATE,DAWN R & STEPHEN G TRSTEE      | 3309 NE 37 ST                    | FORT LAUDERI FL | 33308 |      |
| TAYLOR-ROCKETT,DAPHNE                                  | 3388 NW 22 ST                    | LAUDERDALE I FL | 33311 |      |
| TAYLOR,CHRISTINE                                       | P O BOX 1609                     | DANIA BEACH FL  | 33004 |      |
| TAYLOR,CHRISTINE EST                                   | P O BOX 1609                     | DANIA BEACH FL  | 33004 |      |
| TAYLOR,DAVID                                           | 3388 NW 22 ST                    | LAUDERDALE I FL | 33311 |      |
| TEMBUK LLC                                             | PO BOX 1720                      | DANIA BEACH FL  | 33004 |      |
| THAYER,STEPHANIE LYNN                                  | 129 NW 11 AVE                    | DANIA BEACH FL  | 33004 |      |
| THOMAS,AHMAD & ANGEL WARD                              | 246 NW 7 AVE                     | DANIA BEACH FL  | 33004 |      |
| THOMAS,ERICA CHARON                                    | 47 NW 14 AVE                     | DANIA BEACH FL  | 33004 |      |
| THOMAS,INELL H/ERAGIN,ANN MARIE                        | 223 NW 12 CT                     | DANIA BEACH FL  | 33004 | 2637 |
| THOMAS,JOHNELL                                         | 1341 NW 95 TER                   | MIAMI FL        | 33147 |      |
| THOMPKINS,MILTON & MALISSA R                           | 130 NW 14 AVE                    | DANIA BEACH FL  | 33004 |      |
| TIMBERG,RYAN                                           | 9000 S LAKE DASHA DR             | PLANTATION FL   | 33324 |      |
| TISDALE,GEORGE                                         | 2316 CODY ST                     | HOLLYWOOD FL    | 33020 | 1424 |
| TISDALE,GEORGE W                                       | 2316 CODY ST                     | HOLLYWOOD FL    | 33020 |      |
| TO AND SONS LLC                                        | 100 BELMONT LN                   | NORTH LAUDEI FL | 33068 |      |
| TOGA DANIA 230 LLC                                     | 240 SW 15 ST                     | DANIA BEACH FL  | 33004 |      |
| TOGA DANIA 25 LLC                                      | 240 SW 15 ST                     | DANIA BEACH FL  | 33004 |      |
| TORRES FONTANEZ,ARTURO                                 | 413 NW 3 TER                     | DANIA BEACH FL  | 33004 |      |
| TORRES,ANDREA ELISATORRES,CHRISTIAN                    | 222 NW 14 WAY                    | DANIA BEACH FL  | 33004 |      |
| TORRES,EDGAR ANTONIO                                   | 3625 N COUNTRY CLUB DR #203      | AVENTURA FL     | 33180 |      |
| TORRES,HUMBERTO MISAEL H/ECRUZ,ALEXANDRA H/E ETAL      | 239 NW 6 AVE                     | DANIA BEACH FL  | 33004 |      |
| TOWN MODELO FL LAND TREQUINOX REALTY HOLDINGS LLC TRTE | 1027 S 21 AVE                    | HOLLYWOOD FL    | 33020 |      |
| TPS9 LLC                                               | 150 S PINE ISLAND RD STE 416     | PLANTATION FL   | 33324 |      |
| TRAN,LONG                                              | 117 NW 11 AVE                    | DANIA BEACH FL  | 33004 | 2608 |
| TREVI CAPITAL LLC                                      | 1400 SW 82 TER                   | NORTH LAUDEI FL | 33068 |      |
| TROUTMAN,RALPH GLENN II                                | 27301 SW 139 PL                  | HOMESTEAD FL    | 33032 |      |
| TRUSLERI LLC                                           | 5201 RAVENSWOOD RD STE 114       | FORT LAUDERI FL | 33312 |      |
| TRUST NO ALM503700ACTION LOSS MITIGATION INC TRSTE     | 11352 W STATE RD 84 STE 80       | DAVIE FL        | 33325 |      |
| TURNKEY ASSETS LLC                                     | 17701 NW 12 AVE                  | MIAMI FL        | 33169 |      |
| UNITED HOUSE OF PRAYER ETALMADISON,S C TRSTEE          | 1665 PORTAL DR NW                | WASHINGTON DC   | 20012 |      |
| UPPAL,POMPEE                                           | 292 MCARTHUR AVE                 | *OTTAWA ON CA   | K1L 6 | P2   |
| VARGAS,KARLA A                                         | 138 NW 8 AVE                     | DANIA BEACH FL  | 33004 |      |
| VILLA MACHINI INC                                      | 3373 HOLLYWOOD OAKS DR           | FORT LAUDERI FL | 33312 |      |

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| VINCENT & ANGELA CANOSA REV TRCANOSA,VINCENT & ANGELA TRSTEES | 4016 N OCEAN DR      | HOLLYWOOD FL    | 33019 | 3905 |
| VU,HAI NAM                                                    | 9840 DUNHILL DR      | MIRAMAR FL      | 33025 |      |
| WAKELAND,PATRICK A                                            | 509 NW 3 PL          | DANIA BEACH FL  | 33004 |      |
| WALKER,FAYE                                                   | 1231 NW 2 ST         | DANIA BEACH FL  | 33004 |      |
| WALLACE,ALDEAN J & VENNETTA C                                 | 41 NW 5 AVE          | DANIA BEACH FL  | 33004 |      |
| WANZA,EDWARD JR & FAYE                                        | 124 NW 11 AVE        | DANIA BEACH FL  | 33004 | 2609 |
| WASHINGTON,GLORIA J H/EWASHINGTON,PRINCE JR                   | 270 NW 14 WAY        | DANIA BEACH FL  | 33004 | 2654 |
| WASTORAGE LLC                                                 | 4051 SW 53 AVE       | DAVIE FL        | 33314 | 3728 |
| WATSON,JACKIEWATSON,PAMELA                                    | 516 NW 1 ST          | HALLANDALE E FL | 33009 |      |
| WAVE 90 L2 LLC                                                | 4499 POND HILL RD    | SAN ANTONIO TX  | 78231 |      |
| WEST,JANICE                                                   | 237 NW 8 AVE         | DANIA BEACH FL  | 33004 | 2734 |
| WHITE,CAROLYN                                                 | 290 NW 13 CT         | DANIA BEACH FL  | 33004 | 2613 |
| WHITE,JONISHA DESIREETHOMAS,ANGEL C W                         | 218 NW 14 CT         | DANIA BEACH FL  | 33004 |      |
| WHITE,JONISHANORRIS,JORDAN                                    | 218 NW 14 CT         | DANIA BEACH FL  | 33004 | 2601 |
| WHITE,RHODA                                                   | 302 NW 9 AVE APT A-B | DANIA BEACH FL  | 33004 | 2762 |
| WHITE,RUTH H                                                  | 143 NW 7 AVE         | DANIA BEACH FL  | 33004 |      |
| WILLIAMS,ALECIA C                                             | 234 NW 9 AVE         | DANIA BEACH FL  | 33004 |      |
| WILLIAMS,ANTONIA &PARRISH,TERENCIA                            | 104 NW 11 AVE        | DANIA BEACH FL  | 33004 |      |
| WILLIAMS,BETTY JEAN                                           | 142 NW 14 AVE        | DANIA BEACH FL  | 33004 | 2614 |
| WILLIAMS,CARLA                                                | 230 NW 7 AVE         | DANIA BEACH FL  | 33004 |      |
| WILLIAMS,ERNESTINE                                            | 101 NW 10 CT         | DANIA BEACH FL  | 33004 | 2772 |
| WILLIAMS,TAMMIE L                                             | 221 NW 4 AVE         | DANIA BEACH FL  | 33004 |      |
| WILMAX ENTERPRISES LLC                                        | 761 MOCKINGBIRD LN   | PLANTATION FL   | 33324 |      |
| WILSON,CHARLOTTE G & GRACE,LEROYFUNCHESS,RUTHA LEE EST        | 33 NW 14 AVE         | DANIA BEACH FL  | 33004 | 5113 |
| WINDSOR,CLEMENTE & RADIAH                                     | 410 NW 3 TER         | DANIA BEACH FL  | 33004 |      |
| WONG,ANGIE YUK NGAN                                           | 601 NW 3 TER         | DANIA BEACH FL  | 33004 |      |
| WRIGHT,ANITA VWRIGHT,SANDRA G                                 | 291 NW 14 WAY        | DANIA BEACH FL  | 33004 | 2627 |
| WRIGHT,SANDRA                                                 | 291 NW 14 WAY        | DANIA BEACH FL  | 33004 | 2627 |
| YORD INVESTMENT LLC                                           | 706 NE 191 ST        | MIAMI FL        | 33179 |      |
| ZAMBRANO,HUGO                                                 | 5741 FREEDOM ST      | HOLLYWOOD FL    | 33021 |      |
| ZONDA INVESTING GROUP LLC                                     | 19220 NE 19 PL       | MIAMI FL        | 33179 |      |



## City of Dania Beach Community Development Memorandum

**DATE:** 10/7/2024

**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 of Community Development

**SUBJECT:** To authorize the execution of an agreement with the Business for the Arts of Broward to participate in the Lead with Love Mural program with artist Cey Adams.

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### **Request:**

To authorize an agreement between the City of Dania Beach, Business for the Arts of Broward, Inc., and Cey Adams Studio Inc. to install a public art mural at the City's Ocean Park Marina wall located at 31 N Beach Rd.

### **Background:**

On August 19, 2024, the Public Art Advisory Board recommended the City Commission participate in the Lead with Love mural program which is focused on murals created by Cey Adams. The commissioned mural will be located at Ocean Park on the east-facing marina wall, which is owned by the City.

This item was discussed at the City's Public Art Advisory Board on August 19, 2024, when the Board recommended the Lead with Love Mural Project authorizing no more than Twenty Thousand Dollars (\$20,000.00) from the Public Art Fund for execution of this project. The total cost for the mural is Ninety-Four Thousand Seven Hundred Dollars (\$94,700.00) Business for the Art of Broward will be contributing Seventy Thousand Seven Hundred Dollars (\$70,700.00) for this public art installation in the City of Dania Beach.

### **Budgetary Impact**

The budget for the art installation project shall not exceed Twenty Thousand Dollars (\$20,000.00) and funding for this project shall be appropriated in the City Public Art Fund, within the Professional Services Account, Account No. 115-15-01-515-31-10.

### **Recommendation**

Staff is recommending the City Commission approve the execution of this agreement and expenditure of Twenty Thousand Dollars (\$20,000.00) from the City's Public Art fund account



**RESOLUTION NO. 2024-\_\_\_\_\_**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BUSINESS FOR THE ARTS OF BROWARD, INC. (BFA) TO COMMISSION ARTIST CEY ADAMS TO PAINT AN ORIGINAL LEAD WITH LOVE MURAL AT THE CITY MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City's Marina is located in the City's Ocean Park at 300 North Beach Road; and

**WHEREAS**, the City wishes to create a sense of place, creatively enhancing the exterior west wall of the Marina building to complement the surrounding environment and function within the existing space; and

**WHEREAS**, the Business for the Arts Broward, Inc. (BFA), a not-for-profit corporation, has planned a series of murals by artist Cey Adams in Broward County and selected Dania Beach as a partner for a mural project at the City's Marina; and

**WHEREAS**, on August 19, 2024, the Public Art Advisory Board recommended that the City Commission engage BFA to commission Cey Adams to facilitate and create an original "Lead with Love" Mural; and

**WHEREAS**, BFA will manage and facilitate completion of the art installation and all related expenditures; and

**WHEREAS**, the City's contribution for the art installation project is Twenty Thousand Dollars (\$20,000.00) payable to BFA.

**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 Mural Creation Agreement is attached as Exhibit "A" and incorporated and made a part of this Resolution by this reference.

**Section 3.** The minimum insurance coverage that must be obtained by the artist is attached as Exhibit "B" and incorporated and made a part of this Resolution by this reference.

**Section 4.** The City’s contribution for the art installation project is Twenty Thousand Dollars (\$20,000.00) payable to BFA, and funding for this project shall be appropriated in the City Public Art Fund, within the Professional Services Account, Account No. 115-15-01-515-31-10.

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

**Section 6.** That this Resolution shall 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

## EXHIBT “A”

### MURAL CURATION AGREEMENT

This Mural Creation Agreement (“**Agreement**”) is made on this 5 day of September, 2024, between the **CITY OF DANIA BEACH** (the “**City of Dania Beach**”), and Business for The Arts of Broward, Inc., a Florida not for profit corporation (“**BFA**”).

In consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. BFA Engagement and Mural Location. The City of Dania Beach hereby engages BFA to curate one (1) mural (“**Mural**”) to be displayed at the following location:

(a) Marina Wall, 31 N Beach Road, Dania Beach FL (“**Location**”).

(b) The Mural shall include approximately 1,360 sq ft located on one external wall measuring 68 feet long and 20 feet tall at Marina Wall, 31 N Beach Road, Dania Beach FL.

2. Artist Selection and Engagement. The City of Dania Beach has approved artist Cey Adams (the “**Artist**”) for the Mural. The City of Dania Beach and BFA are simultaneously entering into a Mural Artist Engagement with the Artist. The Mural Artist Engagement is hereby attached as Addendum 1.

3. Design and Mockups. BFA will work with the Artist to create an initial mockup of the Mural (the “**Design**”) and submit to the City of Dania Beach for its review and approval. The Design includes up to two (2) revisions of the initial mockup for the mural design. Additional fees may be required for any additional revisions once the Artist has created two (2) revisions to the mockup.

4. Commencement of Mural Installation. Once the City of Dania Beach approves a final mockup for the Location, BFA shall use commercially reasonable efforts to cause the Artist to commence mural installation at such Location within thirty (30) days, subject to the Artist’s availability.

5. Fees. In consideration for providing the services described in this Agreement, the City of Dania Beach shall pay BFA a total of Twenty Thousand and 00/100 Dollars (\$20,000.00) as set forth below (“**Mural Fees**”):

(a) A Deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to be paid upon the execution of this Agreement.

(b) A final payment of Ten Thousand and 00/100 Dollars (\$10,000.00) when the Mural is completed.

Mural Fees will be applied to costs associated with the following: (i) artwork and design; (ii) mural design; (iii) professional quality paint and other Mural supplies, including application of anti-graffiti UV coating if outside mural; (iv) rental fees for lift rental and scaffolding, if needed; rental of a POD to store supplies with the City of Dania Beach allowing the artist to park on site and (v) all compensation to the Artist to paint the Mural, unless additional fees are due as a result of revisions.

Mural Fees do not include (i) wall preparation, e.g., filling cracks, scraping peeling paint, priming the wall before mural execution with exterior paint, or other surface preparation necessary prior to the painting of the Mural; (ii) removal or relocation of any electrical wires or other obstructions, if necessary; and (iii) additional permitting costs, if any required by the city. The **City of Dania Beach** is responsible for the cost of the items set forth in this paragraph.

6. Permitting. In the event any permitting is required for the Murals, the City of Dania Beach shall be responsible for obtaining same, provided BFA shall assist the City of Dania Beach as necessary. Any costs or fees incurred in connection with said permitting (the “Permitting Fees”) shall be the responsibility of the City of Dania Beach.

7. Representations and Permission of The City of Dania Beach represents and warrants that (i) the City of Dania Beach is authorized to grant BFA and the Artist permission to enter the premises at and surrounding the Location where the Mural is to be located; (ii) the City of Dania Beach is authorized to grant BFA and the Artist all necessary permissions to install and paint the Mural at the Location; and (iii) the City of Dania Beach holds or will obtain all governmental licenses, sign permits, and other permits or permissions that are necessary to allow the Artist to paint the Mural at the Location. BFA and the Artist are hereby granted permission to enter the premises at the Location and to paint the Mural. In the event any permits are required for the Mural, the City of Dania Beach will pay for any permit fees or application fees as set forth hereinabove.

8. Representations and Warranties of the City of Dania Beach and BFA. Each party represents and warrants to the other party that:

(a) It is duly organized, existing and in good standing as under the laws of its State of formation, the execution, delivery and performance of this Agreement are within such party’s powers, and have been duly authorized by all necessary action; this Agreement is the legal, valid and binding obligation of such party, enforceable against such in accordance with its terms except to the extent that enforcement may hereafter be limited by bankruptcy, insolvency, reorganizations, moratorium or other similar laws affecting enforcement of creditors’ rights generally and by general equity principles; and this Agreement is not in conflict with the terms of such party’s articles of incorporation, articles of organization, bylaws, operating agreement or other governing documents, or of any material indenture, agreement or undertaking to which such party is bound.

(b) Unless otherwise set forth herein, no approval or other action by, or notice to or filing with, any third party or any governmental authority is required in connection with the transactions contemplated hereby.

(c) The performance of this agreement by such party will not violate any order of any court or governmental body having competent jurisdiction or any law or regulation that applies to such party.

9. Indemnification. Each party agrees to indemnify the other party for any and all claims, demands, actions, proceedings, investigations and rights of action, including reasonable attorneys’ fees and costs, whether suit is instituted or not, and if instituted, whether at any trial or appellate level (collectively, “**Damages**”), which may arise by virtue of:

(a) anything done or omitted to be done by the indemnifying party through or by its agents, employees or other representatives outside the scope or in breach of the terms of this Agreement;

(b) any breach of warranty or representation contained herein;

(c) any misrepresentation, omission or inaccuracy in any schedule, instrument or document delivered or to be delivered hereunder or in connection with the transactions herein contemplated.

Notwithstanding any contrary provision herein, the parties hereto acknowledge that City of Dania Beach enjoys the benefits of sovereign immunity, and nothing contained herein shall be construed as a waiver or limitation of such sovereign immunity. Whether such liability be in contract, tort, or other theory of liability, the City of Dania Beach liability shall not be more than the limits established in section 768.28, Florida Statutes. All terms and provisions in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to ensure the City of Dania Beach of the limitation on liability provided to political subdivisions of the State as established in Section 768.28, Florida Statutes, as amended.

10. Notice. Any notice to be given by any of the parties hereto may be effected either by personal delivery in writing, Federal Express or any other nationally recognized overnight carrier or by mail, certified or registered and postage prepaid, with return receipt requested, and addressed:

If to BFA:

Business for The Arts of Broward, Inc.  
201 East Las Olas Blvd Ste 1900  
Ft. Lauderdale, FL 33301

If to City of Dania Beach:

Eleanor Norena, CFM  
Community Development Director  
[enorena@daniabeachfl.gov](mailto:enorena@daniabeachfl.gov)  
100 W Dania Beach Blvd,  
Dania Beach, FL 33004  
Phone: 954.924.6805, x3645

Notice shall be deemed to be given (a) if personally delivered, when delivered, and (b) if by Federal Express or similar delivery service, one business day after deliver to such carrier (or when delivered if next day delivery is not requested). Each party, by similar written notice given five days in advance to the other parties in the aforesaid manner, may change the address to which notice may be sent.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto including their affiliates, successors and assigns.

12. Course of Dealing. No course of dealing between the parties shall be effective to change, modify or discharge any provision of this Agreement or to constitute a waiver of any default. Any such changes or waivers must be in writing.

13. Amendments. This Agreement may be modified or amended only by an instrument in writing executed by the parties.

14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to its conflict of law provisions and the venue for any suit or proceeding hereunder shall be a court of competent jurisdiction located in Broward County, Florida. By execution and delivery of this Agreement, each party hereby (a) accepts the jurisdiction of the aforesaid courts; (b) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (c) further waives any claim that any such action brought in any such court has been brought in an inconvenient forum.

15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, statute, regulation or ordinance, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart signature page delivered by facsimile transmission and/or electronic mail shall be deemed to be and have the same force and effect as an originally executed signature page.

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

The City of Dania Beach  
100 W Dania Beach Blvd,  
Dania Beach, FL 33004

BUSINESS FOR THE ARTS OF  
BROWARD, INC.  
201 E. Las Olas Blvd. Suite 1900  
Fort Lauderdale, FL 33301

By: \_\_\_\_\_  
Eleanor Norena, CFM  
Title: Community Development Director

By : \_\_\_\_\_  
Robyn Vegas  
Title: Executive Director



## EXHIBT “B”

**Insurance Coverage:** The Artist shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. Certificates of Insurance for any required insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

### **Commercial General Liability Limits of Liability (Minimum)**

- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Products & Completed Operations \$1,000,000

#### **B. Endorsements Required – Include in body of COI and/or Description of Operations**

- “The City of Dania Beach, Florida” added as named “Additional Insured”

### **II. Business Automobile Liability**

#### **A. Limits of Liability (Minimum)**

- Bodily Injury and Property Damage
- Combined Single Limit \$300,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

### **III. Workers’ Compensation / Employers’ Liability**

**WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of 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 work is sublet as otherwise addressed in the Agreement or Bid 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, and Employers' Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

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.

**AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits

**Insurance Carrier Requirements:** The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent.

All policies or certificates of insurance are subject to review and verification by Risk Management. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above.

**Verification of Coverage:** Proof of the required insurance must be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

**Certificate Holder:** City of Dania Beach, HR/Risk Department  
100 West Dania Beach Boulevard, Dania Beach, FL 33004

ADDENDUM A  
MURAL ARTIST ENGAGEMENT

**MURAL ARTIST ENGAGEMENT**

**THIS AGREEMENT (“Agreement”)**, dated the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), is by and between **Business for the Arts of Broward, Inc.**, a Florida not for profit corporation (“**BFA**”), and **Cey Adams Studio Inc., a New York for profit corporation**, hereinafter referred to as ("**Artist**"). BFA and Artist may hereinafter collectively be referred to as the "**Parties**".

**RECITALS**

**WHEREAS**, BFA desires to obtain professional services from Artist to paint mural(s) at Marina Wall, 31 N Beach Road, Dania Beach FL hereinafter referred to as “Artwork”; and

**WHEREAS** Artist possesses specific skills, talent, expertise, experience, and knowledge to paint/create the Artwork; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

**ARTICLE I**  
**PREAMBLE**

- 1.1. Each whereas clause set forth above is true and correct and herein incorporated by this reference.
- 1.2. Each Exhibit referenced herein are hereby expressly incorporated into this Agreement and make a specific part hereof, whether or not physically attached hereto.

**ARTICLE II**  
**SERVICES AND RESPONSIBILITIES**

2.1. Artist hereby agrees to paint/create the Artwork at the above-referenced location(s), or such other services which may otherwise be required, as further enumerated in the Scope of Services set forth in Article III herein below.

2.2. Artist shall furnish all services, materials, tools, equipment, and labor necessary and as may be required in the performance of this Agreement. Artist shall use professional paint and supplies and, if BFA desires, shall recommend a vendor to provide services to apply an anti-graffiti UV coating application on the Artwork The cost of anti-graffiti UV coating is an additional cost, not included in the Artist fee, to be borne by BFA.

Prior to Artist's commencement of the Artwork, BFA will ensure, or will cause the City of Dania Beach to ensure, that the wall on which the Artwork is to be painted is pressure wash cleaned and primed white. BFA shall provide a secure area at location for Artist to store paint, supplies and equipment as well as provide a power source within reasonable distance from work area.

BFA agrees and/or if needed, will cause the City of Dania Beach to agree, to provide any relevant guidelines and assets to Artist prior to commencement of the Artwork, identify any key stakeholders, and provide information on timing for creative reviews and intended completion date .

2.3. Artist hereby represents to BFA and The City of Dania Beach, with full knowledge that BFA and The City of Dania Beach are relying upon these representations when entering into this Agreement with Artist, that Artist has the professional expertise, talent, experience, manpower and equipment to perform the services to be provided by Artist pursuant to the terms of this Agreement.

2.4. Artist certifies, to his/her knowledge, that all work performed pursuant to this Agreement, including but not limited to the Artwork, is an original creation and does not infringe upon or violate any intellectual property and/or copyrights or other rights of any person, firm, or organization.

2.5. Artist and BFA agree that, after a period of five (5) years from the Effective Date, the Artwork may be replaced at the sole discretion of BFA and/or The City of Dania Beach and Artist shall at that time waive any and all rights they may have, including moral rights, under the Visual Rights Act of 1990, under Title VI, 17 U.S.C. Section 106A as more particularly set forth in Article IV herein below.

2.6. BFA, and The City of Dania Beach and any clients, customers, or assignees of BFA and/or the City of Dania Beach , are entitled to exhibit, publish, broadcast, advertise and otherwise use the Artwork for promotional and editorial purposes, in any manner BFA and the City of Dania Beach , or BFA's and the clients, customers, or assignees determine, in their sole and absolute discretion Any commercial use (selling) or merchandising of the Artwork shall require written consent of Artist.

2.7. BFA and The City of Dania Beach agree to give the Artist acknowledgement and credit as creator of the Artwork whenever it is exhibited, published, broadcast, advertised, or otherwise used by them, and shall ensure that their clients, customers, and assignees do the same. The scope, size and location of such acknowledgment will be in BFA's and the City of Dania Beach's sole discretion, respectively.

2.8. Other than the Artist's assistants, Artist may not hire or utilize the services of any sub-contractor, employee or other individual to assist the Artist in performing services under this agreement without the prior written approval of BFA and The City of Dania Beach.

### **ARTICLE III**

## **SCOPE OF SERVICES**

ARTIST shall perform the following services in accordance with this Agreement with BFA as follows:

3.1. All work performed under this Agreement shall be done in a professional manner.

3.2. The Artwork shall be produced to BFA's satisfaction and in conformity with the appropriate moral and ethical standards for the community. The quality of the completed materials is a matter of prime importance and shall meet all applicable industry standards. BFA and The City of Dania Beach shall have the right to approve and/or reject the Artwork or any portion thereof during the sketch and revision process. In such event, Artist shall revise the sketch of the Artwork to meet the satisfaction of BFA and The City of Dania Beach. The number of revisions allowed will not exceed what is agreed upon by Artist and BFA prior to start of work. Once the sketch of the Artwork has been approved to BFA'S and The City of Dania Beach's satisfaction, no further changes shall be made.

3.3. Artist shall commence work on the Artwork upon execution of this Agreement and receipt of the initial 50% deposit of Artist's fees (defined below) Artist will provide project timeline to BFA and The City of Dania Beach. The project timeline will be adjusted if weather impacts creation of Artwork.

3.4 The Artwork shall be completed on or before February 30, 2025. The project timeline and estimate may be adjusted if severe weather conditions impact the Artist's ability to finish Artwork by the completion date. The Artist and BFA, shall agree, and BFA shall cause the City of Dania Beach, to a revised timeline and additional costs prior to completion of work due to severe weather delays.

3.5 Any touch ups performed by the Artist, as requested by BFA, after the completion of the Artwork shall be done at an agreed upon price by and between Artist and BFA.

## **ARTICLE IV** **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

4.1 Subject to and conditioned upon full and timely payment of the Artist Fees (defined hereinbelow) due under this Agreement, the Artist shall irrevocably convey to BFA and The City of Dania Beach a perpetual, royalty-free, non-exclusive license to use, publish, and display the Artwork for non-commercial purposes. Further, upon expiration of the initial five-year term provided in Section 2.5 above, the Artist shall waive, which waiver is accompanied by consideration, any and all moral rights and the right to prevent removal of the Artwork pursuant to the Visual Rights Act of 1990, 17 U.S.C. § 106A ("VARA"). Any images used by BFA or The City of Dania Beach in publications or posted to any website or social media channel shall give credit to and name the Artist. Upon completion of the Artwork and payment of all Artist Fees under this Agreement, the Artist shall deliver to BFA, for delivery to The City of Dania Beach, an executed Artwork Release for the Artwork, in the form attached hereto as **Exhibit A**.

## **ARTICLE V**

## **COMPENSATION**

5. 1. BFA hereby agrees to compensate Artist the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) (the “**Artist Fees**”) plus reimbursement of travel fees estimated at Seventeen thousand and .00/100 dollars (\$17,000.00) of which Artist Fees, the City of Dania Beach will be paying BFA for further payment to Artist, a portion of the Artist Fees in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00), for all services performed by Artist pursuant to the provisions of this Agreement The Artist Fees shall be paid to Artist in two equal fifty percent (50%) payments of Thirty Five Thousand and .00/100 Dollars (\$35,000.00) each, with the first payment being made within ten (10) business days from the execution of this Agreement; and the second payment being made within ten (10) business days of BFA’s and The City of Dania Beach’s acceptance of the completed and final Artwork, which acceptance shall not be unreasonably withheld, and in no event more than thirty (30) days from completion of the Artwork. Reimbursement of travel fees will be paid by Business for the Arts of Broward to the Artist within ten (10) business days from completion of project and receipts of expenses.

## **ARTICLE VI** **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

6 .1. BFA or Artist may request changes that would increase decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be contained in a written amendment, executed by the Parties hereto, prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will Artist be compensated for any work which has not been described in a separate written agreement executed by the Parties hereto.

## **ARTICLE VII** **INDEMNIFICATION**

7.1 Artist shall indemnify and hold harmless BFA and its clients, customers, directors, officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which BFA or its clients, customers, directors, officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Artist or its employees, agents, servants, partners principals or subcontractors. Artist shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of BFA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Artist expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Artist shall in no way limit the responsibility to indemnify, keep and save harmless and defend BFA or its directors, officers, employees, agents, and instrumentalities as herein provided.



## ARTICLE VIII INSURANCE

8.1 Artist shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of BFA nor shall the Artist allow any subcontractor to commence work on his/her subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

### 8.2 REQUIRED INSURANCE

#### 8.2 Commercial General Liability Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Products & Completed Operations \$1,000,000

Endorsements Required – Include in body of COI and/or Description of Operations

- “The City of Dania Beach, Florida” added as named “Additional Insured”  
Business Automobile Liability

#### Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$300,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

Workers’ Compensation / Employers’ Liability

Workers Compensation Limits: Statutory – State of Florida

#### Employers Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Confirmation of exemption to the laws of the State of Florida or Exemption Form is required for businesses exempt from obtaining Worker’s Compensation coverage.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

Insurance Carrier Requirements: The Company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent.

All policies or certificates of insurance are subject to review and verification by Risk Management. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above.

Verification of Coverage: Proof of the required insurance must be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.

Certificate Holders: **City of Dania Beach, HR/Risk Department**  
**100 West Dania Beach Boulevard, Dania Beach, FL 33004**

**Business for the Arts of Broward**  
**201 E Las Olas Blvd. Suite 1900, Fort Lauderdale, FL 33301**

8.3 BFA reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

8.4 Artist shall name The City of Dania Beach and BFA as an additional insured.

## **ARTICLE IX**

### **DEFAULT OF CONTRACT & REMEDIES**

9.1. **Damages.** BFA reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Artist to perform in accordance with the requirements of this Agreement, or for losses sustained by BFA and/or The City of Dania Beach as a resultant of Artist's failure to perform in accordance with the requirements of this Agreement.

9.2 **Default by Artist.** Should Artist neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, and if such neglect or failure shall continue for a period of seven (7) days after receipt by Artist of written notice of such neglect or failure, this Agreement shall be considered terminated, and Artist shall be liable for damages to BFA and/or The City of Dania Beach (including but not limited to, reimbursement of any compensation paid to Artist) and BFA shall be relieved of any obligations herein, including payment to Artist.

## **ARTICLE X**

### **MISCELLANEOUS**

10.1. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Artist is an independent

contractor under this Agreement and not BFA's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Copyright Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. Artist shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Artist's activities and responsibilities hereunder provided, further those administrative procedures applicable to services rendered under this Agreement shall be those of Artist, which policies of Artist shall not conflict with BFA. Artist agrees that it is a separate and independent enterprise from BFA. This Agreement shall not be construed as creating any joint employment relationship between the Artist and BFA, and BFA shall not be liable for any obligation incurred by Artist, including but not limited to unpaid minimum wages and/or overtime premiums.

## 10.2. **Assignments; Amendments.**

10.2.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either Party without the prior written consent of the other Party. However, this Agreement shall inure to the Parties' respective successors and/or assigns.

10.2.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all parties hereto.

10.3. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, hand delivered or sent by a nationally recognized overnight courier, addressed to the party for whom it is intended at the places last specified hereinbelow, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Artist, BFA and The City of Dania Beach designate the following as the respective places for giving of notice:

BFA: Robyn Vegas, Executive Director  
Business for the Arts of Broward, Inc  
201 East Las Olas Blvd., Suite 1900 Fort Lauderdale, FL 33301,

ARTIST: Cey Adams Studio Inc  
607 Saint Marks Avenue 3rd Floor  
Brooklyn, NY 11216

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

12.1 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.1 **Severability.** If any provision of this Agreement or application thereof 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 thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.2 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

13.3 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

13.4 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between BFA and Artist and supersedes all prior negotiations, representations or agreements, either written or oral.

13.5 **Waiver.** Any failure by BFA to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and BFA may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

13.6 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**Business for the Arts of Broward, Inc.**  
a Florida not for profit corporation

By: \_\_\_\_\_  
Name: Robyn Vegas  
Its: Executive Director

**Cey Adams Studio Inc.,**  
a New York for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### ARTWORK AND VARA RIGHTS RELEASE

For the sum of \$70,000.00 plus reimbursement of travel fees estimated at \$17,000.00 to be paid by Business for the Arts of Broward with \$20,000.00 of that amount paid by the City of Dania Beach, to the undersigned artist (“**Artist**”), the receipt and sufficiency of which are hereby acknowledged by the Artist, the Artist hereby irrevocably gives and forever grants to The City of Dania Beach, its affiliates, subsidiaries, advertising agencies, advertisers, customers, producers of its or their materials and all of their licensees, successors and assigns (collectively, “**the City of Dania Beach**”), the royalty free, non-exclusive license and right to use, publish and display the wall mural located at Marina Wall, 31 N Beach Road, Dania Beach (the “**Mural**” or “**Artwork**”), created by the Artist pursuant to and in accordance with that certain Mural Artist Engagement dated \_\_\_\_\_, 2024. After a period of five (5) years from the Effective Date of the Mural Artist Engagement, the Artist agrees to waive, which waiver is accompanied by consideration, any and all moral rights and the right to prevent removal of the Mural granted to the Artist under the Visual Rights Act of 1990, under Title VI, 17 U.S.C. Section 106A (“VARA”).

Artist represents and warrants to The City of Dania Beach that (i) Artist has all requisite rights and powers to grant this Mural Release and Waiver of VARA Rights to the City of Dania Beach (ii) Artist has the permissions of all requisite parties necessary to grant this license and release and the waiver of its VARA Rights (the “**Rights**”) to, The City of Dania Beach including but not limited to, all requisite consents, clearances or other permissions to grant the Rights in connection with the persons whose likeness appears in the Mural or other images in the Mural or other parties who created the Mural (if not the Artist); and (iii) the grant of these Rights to The City of Dania Beach and The City of Dania Beach subsequent display of the Mural will not infringe on any other party’s rights or violate or breach any other agreement to which Artist is a party. Without any additional consideration, upon The City of Dania Beach written request Artist shall execute and deliver any written instruments necessary or reasonable to effectuate the Rights granted to The City of Dania Beach herein.

IN WITNESS WHEREOF, the Artist has executed this Artwork Release as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**Artist**

Cey Adams Studio Inc.,  
a New York for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

With an Address of:  
607 Saint Marks Avenue  
3rd Floor  
Brooklyn, NY 11216

**RETURN FORM BY EMAIL OR MAIL TO:** Broward County Historic Preservation Board c/o Rick Ferrer

**Email:** [hpb@broward.org](mailto:hpb@broward.org) or [rferrer@broward.org](mailto:rferrer@broward.org)

**Mailing Address:** Urban Planning Division

1 N. University Drive, Box 102, Plantation, FL 33324

## **2024 PIONEER DAY NOMINATION AND BIOGRAPHICAL INFORMATION FORM**

In selecting a nominee for Broward County Pioneer, please include as a primary consideration the individual's contribution to his/her community. Length of residence in Broward County should not be the basis for selection. Please include sufficient biographical information and 2 photographs of the nominee (1 current; 1 'historical').

### **Nominating Entity (Including email, phone number):**

Dania Beach Historical Society, InfoDBHS@gmail.com or jgranett1@gmail.com, (954)483-7055

### **Pioneer's Name:**

Katherine Eileen Kay

### **Pioneer's Mailing Address (Including city, state, zip):**

355 SW 2nd Avenue, Dania Beach, FL 33004

### **Pioneer's Telephone and Email:**

(954)253-6005

### **Pioneer's Place and Date of Birth:**

Shawano, WI 8/30/1944

### **Date of arrival in Broward County; if born elsewhere:**

1945

### **Spouse/Domestic Partner Name (if applicable):**

Ted L. Kay (former Dania Beach Mayor)

### **Child(rens) Name(s) (if applicable):**

Diana Rodriguez and Ted Kay, Jr.

### **Mother's and Father's Names:**

Jeanette Marion Frost Eby (granddaughter of AC Frost) and Frank Gene Eby (VP of Dania Bank and former Dania Beach Mayor)



**Education:**

Dania Beach Elementary School  
South Broward High School  
University of South Florida (Bachelor's of Science)  
University of Miami Medical Tech School (Medical Tech degree)

**Memberships/Hobbies/Volunteerism:****Memberships and Volunteerism:**

Dania Improvement Committee, Dania Beach Historical Society, Dania Beach Friends of the Library, Dania Beach Tomato Day Festival Volunteer, Children's Home Society East Broward Auxiliary, Saint David Catholic Church Women's Club, Saint David Catholic Church Marriage Encounter Leader, Saint David Carnival Volunteer and Saint Maurice Carnival Volunteer.

Hobbies: oil and watercolor artist, golf and tennis

**Reminiscences of the Pioneer's Life in Broward County:**

As the great-granddaughter of Andrew Christian Frost, I was encouraged to work for the betterment of the community. Participation in community events and volunteerism was the way to do this. There were many examples of Dania Beach memories with my family. Below are a few:

Touring tomato fields and packing houses with my grandfather, MC Frost  
Tomato Day Celebrations and the tomato fights  
Being a Tomato Day Princess (at 10 years old)  
Laundry day on Mondays at the MC Frost house with the wringer washing machine  
Going to Jackson's Ice Cream Parlor when it opened  
Looking for fiddler crabs and fishing in Whiskey Creek with my Dad, Frank Eby  
Shrimping on the jetties in Port Everglades with my dad and sisters, Diana and Helen Eby  
Watching tv for the first time (President Eisenhower Inauguration) with the family at the MC Frost house  
Hurricane gatherings with the entire Frost family at the MC Frost house  
Post-hurricane drives to the beach with my father, Frank Eby, to assess hurricane damage  
Christmas celebrations at the Dania Bank  
Helping my mother, Jeanette Frost Eby, cook and serve meals for the Dania United Methodist Church  
Working as a cashier at T&T Grocery Store  
Meeting my husband, Ted Kay, at T&T Grocery Store  
Learning to play golf at Frostie's Driving Range  
Playing golf at the Dania Beach Golf Course  
Beach buggy riding with my future husband on Dania Beach  
Taking my children to play at Frost Park and Dania Beach

BROWARD COUNTY HISTORIC PRESERVATION BOARD PRESENTS



48th ANNUAL

# PIONEER DAY

• HONORING BROWARD'S PIONEER SPIRIT •

HOSTED BY

THE CITY OF TAMARAC

Saturday, November 9, 2024, Noon to - 2 pm

TAMARAC COMMUNITY CENTER

8601 W. Commercial Blvd., Tamarac, FL 33351



[BROWARD.ORG/HISTORY](http://BROWARD.ORG/HISTORY)



## HISTORIC PRESERVATION BOARD

1 North University Drive, Box 102  
Plantation, FL 33324  
Phone: 954.357.9731  
[Broward.org/History](http://Broward.org/History)

*“Recognizing and Celebrating  
Broward County Pioneers since 1973”*

August 8, 2024

A.J. Ryan IV, Mayor  
City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004

Dear Mayor Ryan:

The Broward County Historic Preservation Board is pleased to announce that its 2024 Pioneer Day event will be hosted by the City of Tamarac and the Tamarac Historical Society on November 9, 2024, at 12 pm (see attached flyer for information).

We are certain your municipality or organization will want to be part of this special day, so please participate by selecting one community “Pioneer” to be honored. When reviewing your possible nominees, please consider first and foremost candidates who have made outstanding and/or unique contributions to the community, pioneer family descendants or those who have made your community a better or special place. If you’re a historical society/organization associated with a specific city or town, we ask that you work with your municipality to select your Pioneer for 2024.

**Nominating a Pioneer is easy.** Please complete the enclosed 2024 Pioneer Nomination and Biographical Data Form for your nominee and return it electronically to [hpb@broward.org](mailto:hpb@broward.org) or [rferrer@broward.org](mailto:rferrer@broward.org) no later than September 6, 2024.

Alternately, the form can be mailed to:

**Broward County Historic Preservation Board c/o Rick Ferrer**  
**Urban Planning Division**  
**1 North University Drive, Box 102**  
**Plantation, FL 33324**

Please provide two (2) high-resolution photographs of your nominee (one current photograph and one “historical”) with the nomination form. The souvenir program for the event will include brief biographical information for each nominee based on the information you provide. Please provide a maximum of one-page typewritten double-spaced biography. We reserve the right to edit the information as needed for the publication. If you submit more biographical information, we will be glad to include it in the Historic Preservation Board’s biographical files.

  
Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazell P. Rogers • Tim Ryan • Michael Udine  
[www.broward.org](http://www.broward.org)

This year the Board also requests your nomination, one in each category, for the following awards:

- **Judge Clayton Nance Memorial Award** – This award is presented to a person or group devoted to the study and/or promotion of local history.
- **Dr. Cooper C. Kirk Award** – This award is presented to a person or group that have published works highlighting our local history and/or historical research.
- **Stuart P. McIver Historian's Award** – This award is presented to a person or group who has contributed to the mission of historic property conservation, restoration, rehabilitation or preservation.

We look forward to receiving you nominees and to working with you as Pioneer Day approaches. This will be an exceptional salute at an exceptional time, and we know that our beautiful host City of Tamarac (celebrating 60 years this year!) will host us in exceptional fashion.

Thank you,



Derek Davis, Chair  
Broward County Historic Preservation Board

Enclosure

cc: Rick Ferrer, County Historic Preservation Officer



**EDUCATION ADVISORY BOARD  
MEMBERSHIP  
Wednesday, October 02, 2024**

| <b>Name/Address<br/>Phone Number</b>                                                                                                                                                                                                                                     | <b>Date<br/>Appointed</b> | <b>Term</b>                               | <b>Commission<br/>Appointment</b>                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------|----------------------------------------------------------------------|
| Samantha Ellsworth<br>202 SW 4th Street<br>Dania Beach, FL 33004<br>754-204-2163<br><a href="mailto:spalacios111@hotmail.com">spalacios111@hotmail.com</a>                                                                                                               | January 11, 2022          | November 2020<br>through<br>November 2024 | Davis                                                                |
| Polly Jones Moseley<br>701 W. Dania Beach Boulevard<br>Apt. 306<br>Dania Beach, FL 33004<br>954-347-2376<br><a href="mailto:pollyfuentes@yahoo.com">pollyfuentes@yahoo.com</a>                                                                                           | September 13,<br>2023     | November 2020<br>through<br>November 2024 | James                                                                |
| Patricia Silva<br><a href="mailto:pattycake33004@yahoo.com">pattycake33004@yahoo.com</a>                                                                                                                                                                                 | December 13,<br>2022      | November 2022<br>through<br>November 2026 | Ryan                                                                 |
|                                                                                                                                                                                                                                                                          |                           | November 2022<br>through<br>November 2026 | Lewellen                                                             |
| Ren Maddie                                                                                                                                                                                                                                                               | September 24,<br>2024     | November 2020<br>through<br>November 2024 | Salvino<br>(Appointment<br>chose by Comm.<br>James per<br>agreement) |
| Principal Tracey Jackson<br>754-323-5150<br><a href="mailto:tracy.jackson@browardschools.com">tracy.jackson@browardschools.com</a><br><br>Assistant Principal Maureen Keenan<br><a href="mailto:maureen.keenan@browardschools.com">maureen.keenan@browardschools.com</a> |                           | February 2013<br>through                  | Ex-Officio<br>Collins<br>Elementary<br>School                        |

**EDUCATION ADVISORY BOARD**  
**MEMBERSHIP**  
**Wednesday, October 02, 2024**

| <b>Name/Address<br/>Phone Number</b>                                                                                              | <b>Date<br/>Appointed</b> | <b>Term</b>                            | <b>Commission<br/>Appointment</b>                 |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------|---------------------------------------------------|
| Principal Lewis Jackson<br>754-323-5350<br><a href="mailto:lewis.jackson@browardschools.com">lewis.jackson@browardschools.com</a> |                           | February 2013<br>through               | Ex-Officio<br>Dania Beach<br>Elementary<br>School |
| Janet Giancarli<br>754-323-3800<br><a href="mailto:janet.giancarli@browardschools.com">janet.giancarli@browardschools.com</a>     |                           |                                        | Ex-Officio<br>Olsen Middle<br>School              |
|                                                                                                                                   |                           | March 2021<br>through<br>November 2024 | Ad-Hoc                                            |