

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, SEPTEMBER 13, 2016 - 7:00 PM

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

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. K-2 Summer Literacy Program - Dr. Tracy Jackson, Principal, Collins Elementary
- 2. A Penny at Work - Transportation and Infrastructure Surtaxes. Update on the public information campaign.
- 3. Special Event request from the Tamara James Foundation to have a "Pink Fest" on October 8, 2016 at C. W. Thomas Park from 11:00 a.m. - 5:00 p.m.
- 4. Special Event request from the Dania Beach Lions Club to have a "Quarter Deck/Dania Beach Lions Club Moonlite Classic car Show" on October 15, 2016 from 5:00 p.m. - 11:00 p.m. This event will be located in the Marina parking lot. The applicant is requesting the use of City barricades to block off the west side of the parking lot.
- 5. Special Event request from the St. Maurice at Resurrection Church to have a "St. Maurice Country Fair". The requested event will be held October 27- 30, 2016 at the St. Maurice at Resurrection Church located at 441 NE 2nd Street.

6. Special Event request from the Broward County Environmental Planning & Community Resilience Division to have a "Ocean Conservancy International Coastal Cleanup" on September 17, 2016 from 9:00 a.m. -12:00p.m on Dania Beach. The applicant is requesting a pickup for trash collected and to suspend beach raking services the morning of the event.

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of August 23, 2016 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2016-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF THE CAPITAL PURCHASE OF TWO UNITS OF DIESEL TRAILER MOUNTED PUMPS FOR THE CITY AND FURTHER AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2016-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPROPRIATION AND USE OF STATE LAW

ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS (\$45,182.00) FOR IMPLEMENTATION OF THE BODY WORN CAMERA PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2016-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2015/2016, ENDING SEPTEMBER 30, 2016, INCLUSIVE OF EXISTING PURCHASES FOR ANNUAL SOFTWARE LICENSING AND POTENTIAL FUTURE PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2016-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES THROUGH NOVEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2016-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND

WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH ILLINOIS UNION INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS (\$951,758.00) FOR COVERAGE BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2016-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DAVID OPTEKAR, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED ON THE SOUTH SIDE OF DANIA BEACH BOULEVARD AT 850 W. DANIA BEACH BOULEVARD LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM COMMERCIAL (C-1) DISTRICT TO NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT (RZ-60-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2016-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DANIA BEACH MARINA, CORP, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED TO THE NORTH OF DANIA BEACH BOULEVARD, AT 90 N. BRYAN ROAD, LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM INDUSTRIAL RESEARCH OFFICE MARINE (IROM) DISTRICT TO GENERAL BUSINESS (C-3) DISTRICT (RZ-71-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

3. RESOLUTION NO. 2016-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A PLAT NOTE AMENDMENT TO THE BRYAN ROAD WAREHOUSES PLAT (DR-61-16) SUBMITTED BY DANIA BEACH MARINA CORP., ON BEHALF OF THE PROPERTY OWNER FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from July 26, 2016)*

4. RESOLUTION NO. 2016-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-60-00MOD) AND APPROVING A SPECIAL EXCEPTION (SE-72-16) SUBMITTED BY MICHAEL LALLY, ON BEHALF OF THE PROPERTY OWNER DANIA BEACH MARINA CORPORATION, FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. ORDINANCE NO. 2016-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY STEPHANIE TOOTHAKER, AGENT FOR THE PROPERTY OWNER FLORIDA ARTMARINE, LLC, TO REZONE PROPERTY LOCATED AT 3100 STATE ROAD 84, DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD OFFICE AND BANKING DISTRICT (C-1) TO INDUSTRIAL-RESEARCH OFFICE-MARINE AIRPORT APPROACH (IROM-AA), SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

6. ORDINANCE NO. 2016-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 100 “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS,” CONCERNING MIXED-USE ZONING DISTRICTS; AMENDING ARTICLE 305 “INCENTIVES” CONCERNING VOLUNTARY SUSTAINABLE BUILDING PRACTICES; AMENDING ARTICLE 330 “COMMUNITY FACILITIES DISTRICT (CF)” CONCERNING SPECIAL EXCEPTION USES; AMENDING ARTICLE 510

“PRINCIPAL ARTERIAL COMMERCIAL DESIGN STANDARDS” CONCERNING APPEARANCE STANDARDS FOR CANOPIES; AMENDING ARTICLE 610 “PUBLIC HEARING NOTICES” CONCERNING PUBLIC NOTICE REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

- 11.1. Commissioner Brandimarte
- 11.2. Commissioner Fetscher
- 11.3. Commissioner Grace
- 11.4. Vice-Mayor Jones
- 11.5. Mayor Salvino

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

- 13.1. City Manager
- 13.2. City Attorney
- 13.3. City Clerk - Reminders

Wednesday, September 14, 2016 - 5:01 p.m.
Tuesday, September 20, 2016 - 5:01 p.m.
Tuesday, September 27, 2016 - 6:00 p.m.
Tuesday, September 27, 2016 - 7:00 p.m.
Monday, October 10, 2016 - 6:00 p.m.
Monday, October 10, 2016 - 7:00 p.m.

First Budget Public Hearing
Second Budget Public Hearing
CRA Board Meeting
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

A PENNY AT WORK

Half Penny (.5%)

To fund the
countywide
transportation
system



Half Penny (.5%)

To fund
your local
improvement
projects

VOTE ON NOVEMBER 8

Both must pass or both will fail.

Get the facts on the proposed
Penny Sales Tax

www.APennyAtWork.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
To approve a Special Event request from the Tamara James Foundation to have a "Pink Fest" at C. W. Thomas Park on October 8, 2016, from 11:00 a.m. - 5:00 p.m.

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
APPLICATION & SITE PLAN, MEMO



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time: Pink Fest Oct 8, 2016 11am - 5pm

*Brief Description of the Event: Event dedicated to breast cancer awareness. Health fair, bounce houses, DJ, food and entertainment.

Address/Location of Event: 800 NW 2nd Street - Dania Bch

Event Coordinator: Tamara James / Shouneqa James

Telephone #1: 954-258-7552 E-mail Address: Tamara@TamaraJamesFoundation.org

Telephone #2: 954-815-4877 Fax: _____

Additional Contact Person for the Event: Tammie James

Telephone #1: 954-608-1111 E-mail Address: Tammiejames@aol.com

Telephone #2: _____ Fax: _____

Organization or Sponsor of Event: Tamara James Foundation

Address: 255 NW Tamara James Ave

City, State, Zip Code: Dania Bch, FL 33004

Telephone: 954-258-7552 Fax: _____ Cell: _____

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #: EIN 02-0812769

Corporation Name (As it appears in the Articles of Incorporation):

Tamara James Foundation Inc.

Date of Incorporation: 2006 State of Incorporation: Florida

Federal ID #: _____

Authorizing Official for the Organization: Tamara James

Telephone #1: 954-258-7552 E-mail Address: Tamara@TamaraJamesFoundation.org

Telephone #2: _____

Authorizing Official for the Organization: Tammie James

Telephone #1: 954.608.1111

E-mail Address: Tammiefgames@aol.com

Telephone #2: _____

***Property Owner:**

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? [] Yes ☒ No If yes, how much? _____

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

If so, indicate the city location of last event: _____

Is the event to take place: ☐ Indoors ☐ Outdoors ☒ Both

Number of Expected Daily Attendants: 200 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

[illegible]

Anticipated Date and Time to Begin Set-Up: 9:30 am

Anticipated Date and Time for Completion of Break-Down: 6 pm

***Do you have a site plan for the event to be submitted with this application?** ☐ Yes ☐ No

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

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

***Are you requesting to fence the event area?** ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☒ Yes ☐ No

Please Note – All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

(4) Tents
10x10

***Will Tents (With Sides) be used for this event?** ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

***How will this electricity be supplied?** ☒ On-Site ☐ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): DJ

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	10/8/2016	11am	5p	6

***Will a stage(s) be used in this event?** ☐ Yes ☒ No

***Please note** Fire Extinguisher Requirement in the next question.

***Do you have adequate fire extinguishers for this event?** ☒ Yes ☐ No

Please Note – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** ☐ Yes ☒ No

Please specify: _____

***Please Note STATE HEALTH INSPECTIONS FOR FOOD:** Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

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

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

- ☐ N/A
- ☐ Electric Grill(s); # _____
- ☐ Gas Grill(s); # _____
- ☒ Charcoal Grill(s); # 2
- ☐ Smoker Grills(s); # _____
- ☐ Grease Fryer(s); # _____
- ☐ Oven(s); # _____
- ☐ Electric Range Burner(s); # _____
- ☐ Gas Range Burner(s); # _____

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

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

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

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

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

***Will there be sales of alcohol at this event?** ☐ Yes ☒ No

***Please Note** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☐ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☐ Yes ☒ No

If so, How many? _____ ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☐ Yes ☒ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☐ Yes ☒ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

Signature of Applicant

Tamara James

Title

Founder/CEO

Print name of Applicant

Tamara James

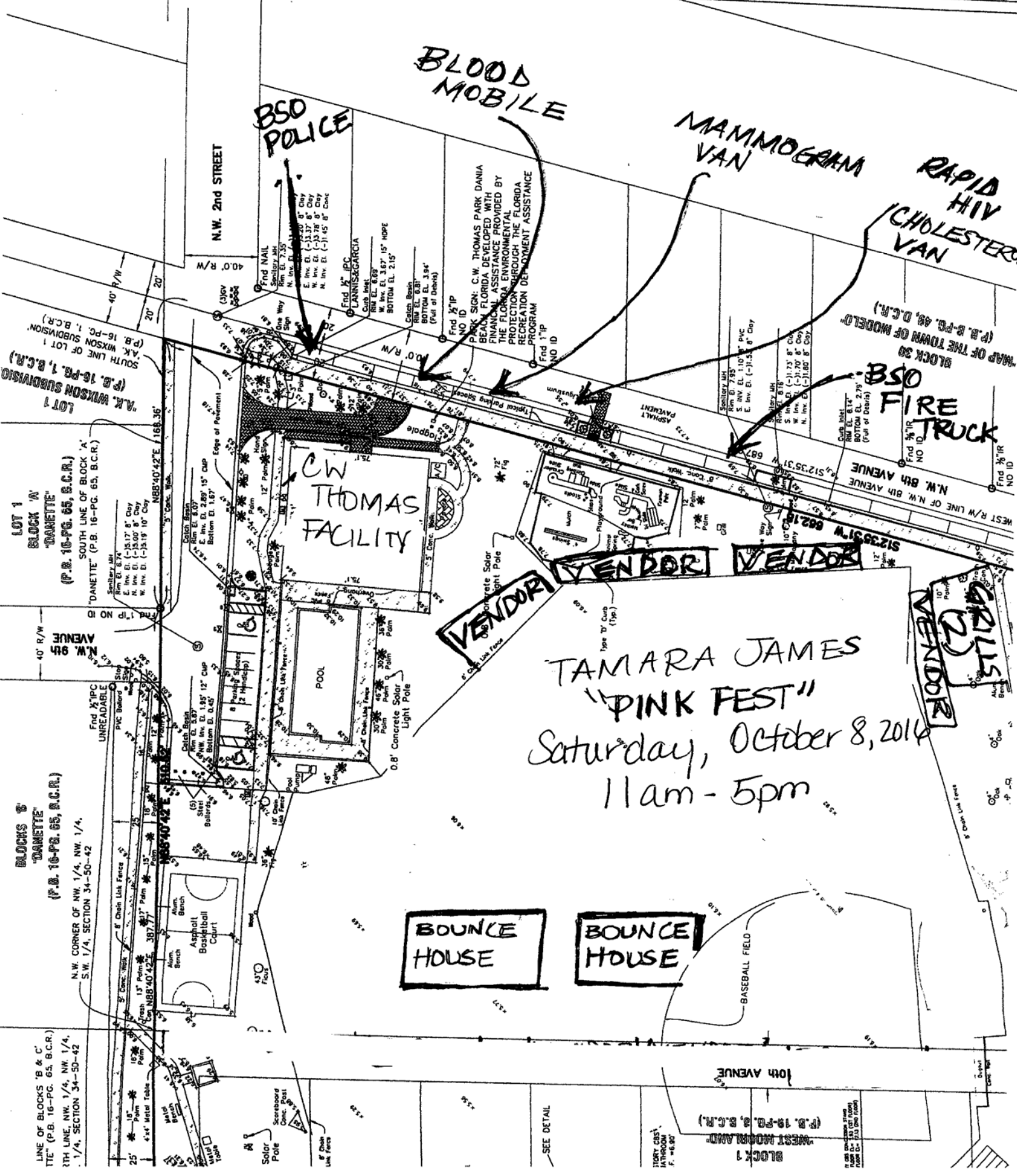
Date

8/2/2014

STATE OF FLORIDA
COUNTY OF BROWARD

PROJ-NAME		LOCATION	
PROJ-NAME2		LOCATION	

DESIGNED BY	DATE	DATE-1	DATE-2	CHECK BY	FILE NO	SCALE	PROJECT NO	DATE-3	DATE-4	DATE-5	DATE-6	DATE-7	DATE-8	DATE-9	DATE-10	DATE-11	DATE-12	DATE-13	DATE-14	DATE-15	DATE-16	DATE-17	DATE-18	DATE-19	DATE-20	DATE-21	DATE-22	DATE-23	DATE-24	DATE-25	DATE-26	DATE-27	DATE-28	DATE-29	DATE-30	DATE-31	DATE-32	DATE-33	DATE-34	DATE-35	DATE-36	DATE-37	DATE-38	DATE-39	DATE-40	DATE-41	DATE-42	DATE-43	DATE-44	DATE-45	DATE-46	DATE-47	DATE-48	DATE-49	DATE-50	DATE-51	DATE-52	DATE-53	DATE-54	DATE-55	DATE-56	DATE-57	DATE-58	DATE-59	DATE-60	DATE-61	DATE-62	DATE-63	DATE-64	DATE-65	DATE-66	DATE-67	DATE-68	DATE-69	DATE-70	DATE-71	DATE-72	DATE-73	DATE-74	DATE-75	DATE-76	DATE-77	DATE-78	DATE-79	DATE-80	DATE-81	DATE-82	DATE-83	DATE-84	DATE-85	DATE-86	DATE-87	DATE-88	DATE-89	DATE-90	DATE-91	DATE-92	DATE-93	DATE-94	DATE-95	DATE-96	DATE-97	DATE-98	DATE-99	DATE-100
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Date: August 26, 2016

To: Marco A. Salvino, Sr., Mayor
 Albert C. Jones, Vice-Mayor
 Chickie Brandimarte, Commissioner
 Paul Fetscher, Commissioner
 Bobbie H. Grace, Commissioner

From: Robert Baldwin, City Manager

Through: Mark Felicetty, Parks and Recreation Director

By: Antoine Johnson, Administrative Coordinator

Subject: "Pink Fest"

Event Date(s): October 8, 2016

A special event is requested the Tamara James Foundation to have a "Pink Fest" on October 8, 2016 at C. W. Thomas Park from 11am-5pm. This will be a free community event dedicated to breast cancer awareness as well as a health fair awareness event with free food and entertainment.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
Lt. Suarez/ BSO Fire Dept.	Insurance Rider required. Fire extinguisher required. Power cords shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers. The use of pyrotechnics and/or fireworks display is not permitted at this location. A BSO truck is shown on the site plan, what exactly is being requested? **Tamara James contacted Lt. Suarez regarding her BSO Fire Truck request for painting.	

Ronnie Navarro & Brad Kane/P.S.	This might require cleanup. Please give an estimate of manpower requirements. We need to be billing event organizers to pay for cleanup during and after event.	
Corinne Lajoie/Community Dev.	No objection	
Julio Briceno/Community Dev.	Electrical Permit	
Tom Ansbro/City Attorney	No comments.	
Jackie Beauzil HR/Risk Mgmt.	COI, event is on City Property.	
Mark Felicetty/Parks & Recreation	We will also be requiring a \$300.00 clean up deposit. Bounce house vendors not permitted to drive vehicles on football field.	
Eric Walton/Code Enforcement	No issues	
Lt. Manfre /BSO Police Dept.	Approved as requested	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

To approve a Special Event request from the Dania Beach Lions Club to have a "Quarter Deck/Dania Beach Lions Club Moonlite Classic Car Show on October 15, 2016 from 5pm - 11pm. This event will be held in the Marina parking lot. The applicant is also requesting City barricades to block of the west side of the parking lot.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

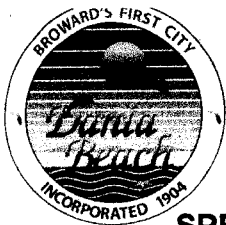
Fund:

Fiscal Impact/Cost Summary

None

Exhibits Attached

APPLICATION & SITE PLAN, MEMO



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time: MOONLITE CLASSIC CAR SHOW
Quarter Deck / DANIA BEACH LIONS CLASSIC CAR SHOW
10-15-16 5/6pm-11pm

*Brief Description of the Event: CLASSIC CAR SHOW ON DANIA BEACH
NEAR the Pier & MARINA SIDE OCT. 15, 2016 6pm-11pm

Address/Location of Event: DANIA BEACH MARINA Parking Lot

Event Coordinator: JAMES Silvernale

Telephone #1: 954 648-6905 E-mail Address: Silvfoster@att.net

Telephone #2: 954 797-7595 ET Fax: 954-797-2922

Additional Contact Person for the Event: RON Costello

Telephone #1: 954-303-0623 E-mail Address: Chefrun1@bellsouth.net

Telephone #2: 954-920-4592 Fax: SAME

Organization or Sponsor of Event: DANIA BEACH LIONS CLUB

Address: P.O. Box 681 DANIA BEACH FL, 501 S.W. 4th Ave

City, State, Zip Code: DANIA BEACH FL 33004

Telephone: 954-383-1373 Fax: — Cell: 954-648-6905

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #: 65-0692229

Corporation Name (As it appears in the Articles of Incorporation):

DANIA BEACH LIONS CLUB, INC

Date of Incorporation: 11-29-82 State of Incorporation: FLORIDA

Federal ID #: 65-0692229

Authorizing Official for the Organization: JAMES Silvernale

Telephone #1: 954-648-6905 E-mail Address: Silvfoster@att.net

Telephone #2: 954-303-0623

Authorizing Official for the Organization: Ron Costello

Telephone #1: 954-303-0623 E-mail Address: Silvfoster@att.net
Telephone #2: 954-920-4597 CHEF Run 1 @ Bellsouth.net
*Property Owner: CITY OF DAVIA BEACH / 151 N. BEACH RD DAVIA BEACH

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☒ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

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

If so, indicate the city location of last event: SAME PLACE 2013-2014

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: 1000 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
SATURDAY	10-15-16	6pm	11pm	5

Anticipated Date and Time to Begin Set-Up: 10-15-16 MORNING

Anticipated Date and Time for Completion of Break-Down: 10-15-16 EVENING

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

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

Is there a request for any road closures? ☒ Yes ☐ No

Please identify the street name(s) and/or locations for closure requests: JUST the WEST
MARINA PARKING LOT
151 N. BEACH RD DAVIA
BEACH

Please Note – These streets must also be identified on the site plan.

*Are you requesting to fence the event area? ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

*Will Canopies (tent structure with no sides) be used for this event? ☒ Yes ☐ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will Tents (With Sides) be used for this event? ☒ Yes ☐ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will electricity be required for this event?

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

*How will this electricity be supplied? ☒ On-Site ☐ Generator ☐ Combination of Both

4 Light Plants

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): BAND - D.J.

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
10-15-16 (SAT)	10-15-16	6pm	11pm	5

*Will a stage(s) be used in this event? ☐ Yes ☒ No

*Please note Fire Extinguisher Requirement in the next question.

*Do you have adequate fire extinguishers for this event? ☒ Yes ☐ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

*Will there be concessions or sales of food at this event? ☒ Yes ☐ No

Please specify: LIONS Selling Hot Dogs - Hamburgers

***Please Note STATE HEALTH INSPECTIONS FOR FOOD:** Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

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

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

- ☐ N/A
- ☐ Electric Grill(s); #
- ☐ Gas Grill(s); # 1
- ☐ Charcoal Grill(s); #
- ☐ Smoker Grills(s); #
- ☐ Grease Fryer(s); #
- ☐ Oven(s); #
- ☐ Electric Range Burner(s); #
- ☐ Gas Range Burner(s); #

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

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

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

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

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

*Will there be sales of alcohol at this event? ☐ Yes ☒ No

***Please Note** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other:

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☐ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☒ Yes ☐ No

Please Specify: LIONS SELLING DRINKS, & FOOD VENDOR

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☒ No NA

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☒ Yes ☐ No

If so, How many? 3 ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☐ Yes ☒ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☒ Yes ☐ No (SPONSOR)

If yes, please explain: 151 N. BEACH BLVD
BARACADES FOR WEST SIDE PARKING LOT OF MARINA
WAIVE THE FEES FOR THIS EVENT. AND TO BE A SPONSOR

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

THIS IS A BENEFIT FOR THE NICHOLAS COSTELLO, DANIA LIONS SCHOLARSHIP
FUND TO BENEFIT CHILDREN WITH DISABILITIES. THE CITY HAS SPONSORED THE EVENTS
PREVIOUSLY, BSD & FIRE HAVE MADE THIS A GREAT COMMUNITY EVENT FOR THE CITY.
BSO DETAIL REQUIREMENT & THE LIONS CLUB HAS ALWAYS HELPED THE CITY & COMMUNITY ANYWAY.
Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, ^{Possible}
a Broward Sheriff's Office Detail may be required. BSD HAS BEEN A SPONSOR EVERY YEAR

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.


Signature of Applicant

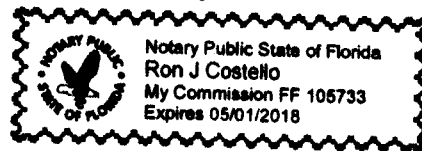
PRESIDENT
Title

JAMES A. SILVERNAK
Print name of Applicant

8/1/2016
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on August 1, 20016.
by JAMES A. Silvernack, who is personally known to me, or, if not, such person produced the
following form of identification: NONE.

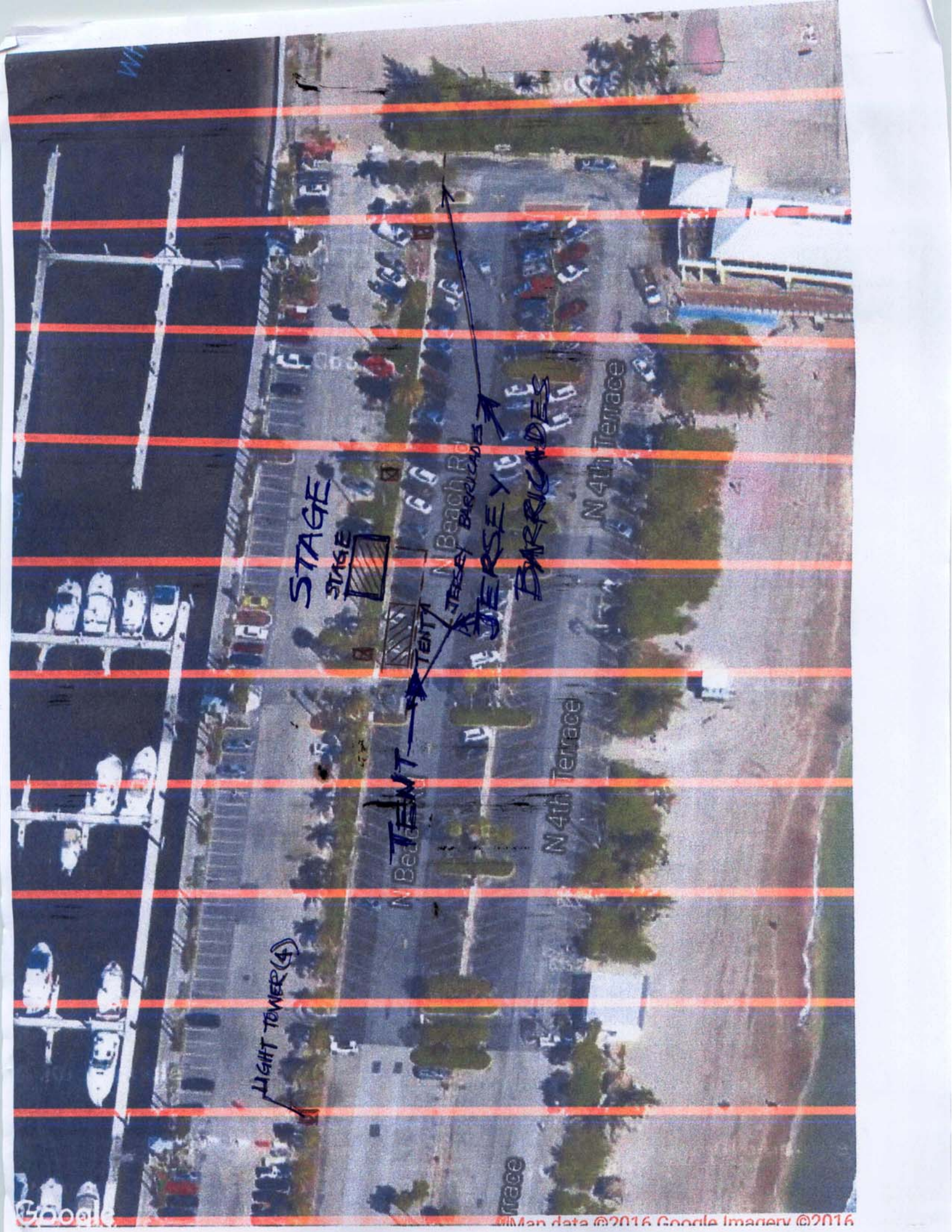


NOTARY PUBLIC

My Commission expires: 5/1/18

My Commission number: 106733

RJ Costello



STAGE



TENT

JERSEY BARRICADES

JERSEY BARRICADES

JERSEY BARRICADES

N 4th Terrace

N 4th Terrace

LIGHT TOWER (4)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2016

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

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

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378
INSURED Dania Lions Club Dania Beach Florida	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC			HDOG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Quarterdeck Moonlite Classic Car Show, October 15, 2016 on Dania Beach, 151 & 300 North Beach Road, Dania Beach Florida 33004

City of Dania Beach, Broward Sheriff's Office, Nicholas James Costello, Dania Lions Scholarship fund is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured. PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach Florida 33004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Date: August 30, 2016

To: Marco A. Salvino, Sr., Mayor
Albert C. Jones, Vice-Mayor
Chickie Brandimarte, Commissioner
Paul Fetscher, Commissioner
Bobbie H. Grace, Commissioner

From: Robert Baldwin, City Manager

Through: Mark Felicetty, Parks and Recreation Director

By: Antoine Johnson, Administrative Coordinator

Subject: "Quarter Deck & Dania Beach Lions Club Moonlite Classic Car Show"

Event Date(s): October 15, 2016

A special event is requested by Dania Beach Lions Club to have a "Moonlite Classic Car Show" on October 15, 2016 from 5pm -11pm. The requested event will be held in the Marina parking lot. This will be an event to benefit the Nicholas Costello, Dania Lions Scholarship Fund to benefit children with disabilities.

The applicant is requesting the following:

1. The use of City barricades to block off the west side of the Marina parking lot.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
Lt. Suarez/ BSO Fire Dept.	Insurance Rider, Site Plan will need to provide more details for entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrants locations, fire departments connections, street closures request, fences areas, grandstand, bleacher or other seating	

	locations, tent and stage locations, cooking areas. In addition, the site must include the location of Dj's, bands, performers, and sanitary facilities. Power cords shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers. Gas grills must be permitted and pass a fire inspection and drop test, update site plan for cooking area clearances. LP Gas Containers must be a minimum of 10 feet from any heat source or open flame. "No Smoking" signs shall be posted at all LP Gas Containers locations. Fire Department Access required. Identify the type of stage and construction.	
Ronnie Navarro & Brad Kane/P.S.	Pending comment.	
Corinne Lajoie/Community Dev.	No objection.	
Julio Briceno/Community Dev.	Building and Plumbing permit required for the tents and portable sanitary	
Tom Ansbro/City Attorney	No comments	
Jackie Beauzil HR/Risk Mgmt.	COI required adding City as additional insured.	
Mark Felicetty/Parks & Recreation	I concur with Eric's recommendation for event location to be located inside yellow area. The last Lion's Club car show held in 2014 took place in the area highlighted in yellow.	
Eric Walton/Code Enforcement	I think it would be better to utilize the area outlined in yellow. This area is easier to block off and will cause	

	less traffic issues. Photo attached	
Lt. Manfre /BSO Police Dept.	Event will require two (2) detail deputies for security.	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

To approve a request for Special Event request from the St. Maurice at Resurrection Church to have a "St. Maurice Country Fair" on October 27 -30, 2016. This event will be held at the St. Maurice at Resurrection Church located at 441 NE 2nd Street.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

None

Exhibits Attached

APPLICATION & SITE PLAN, MEMO



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY
FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE
ATTACHED).

Event Name, Date, and Time:

St. Maurice Country Fair, October 27th thru 30th

*Brief Description of the Event: Annual Country Fair

Address/Location of Event: 441 NE 2nd Street, Dania Beach, FL 33004

Event Coordinator: Ken Majeski

Telephone #1: 954-961-7777

E-mail Address: KMajeski1965@gmail.com

Telephone #2: 954-448-1183 ✓

Fax: 954-961-4358

Additional Contact Person for the Event: Msgr. Jean Pierre

Telephone #1: 954-961-7777

E-mail Address: Penigot@juno.com

Telephone #2:

Fax:

Organization or Sponsor of Event: St. Maurice at Resurrection Church

Address: 441 NE 2nd St

City, State, Zip Code: Dania Beach, FL 33004

Telephone: 954-961-7777

Fax: 954-961-4358

Cell: 954-448-1183

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #:

Corporation Name (As it appears in the Articles of Incorporation):

Archdiocese of Miami

Date of Incorporation: 1970

State of Incorporation: Florida

Federal ID #: 59-1323079

Authorizing Official for the Organization: Msgr. Jean Pierre

Telephone #1: 954-961-7777

E-mail Address: Penigot@juno.com

Telephone #2:

Authorizing Official for the Organization: Msgr. Jean Pierre

Telephone #1: _____ E-mail Address: _____
Telephone #2: _____

*Property Owner: Arhcdioocese of Miami

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☐ Yes ☒ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

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

If so, Indicate the city location of last event: Dania Beach, FL

Is the event to take place: ☐ Indoors ☐ Outdoors ☒ Both

Number of Expected Daily Attendants: 400 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Thursday	10/27/16	5:00 p.m.	10:00 p.m.	5
Friday	10/28/16	5:00 p.m.	11:00 p.m.	6
Saturday	10/29/16	12:00 p.m.	11:00 p.m.	11
Sunday	10/30/16	12:00 p.m.	10:00 p.m.	10

Anticipated Date and Time to Begin Set-Up: October 6, 2016 9:00 a.m.

Anticipated Date and Time for Completion of Break-Down: November 5, 2016 5:00 p.m.

*Do you have a site plan for the event to be submitted with this application? ☒ Yes ☐ No

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

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

***Are you requesting to fence the event area?** ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☒ Yes ☐ No

Please Note – All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☒ Yes ☐ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

***How will this electricity be supplied?** ☐ On-Site ☐ Generator ☒ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☒ Yes ☐ No

Please indicate the type (Band, DJ, Live Performers, etc.): Band

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Friday	10/28/16	7:00 p.m.	10:00 p.m.	3
Saturday	10/29/16	7:00 p.m.	10:00 p.m.	3
Sunday	10/30/16	1:00 p.m.	5:00 p.m.	4

***Will a stage(s) be used in this event?** ☒ Yes ☐ No

***Please note Fire Extinguisher Requirement in the next question.**

***Do you have adequate fire extinguishers for this event?** ☒ Yes ☐ No

Please Note – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

*Will there be concessions or sales of food at this event? ☒ Yes ☐ No

Please Note STATE HEALTH INSPECTIONS FOR FOOD: Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

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

☐ N/A
☒ Electric Grill(s); #
☒ Gas Grill(s); # 3 (3)
☐ Charcoal Grill(s); #
☒ Smoker Grills(s); # 1 (1)
☐ Grease Fryer(s); #
☒ Oven(s); # 4 (4)
☐ Electric Range Burner(s); #
☐ Gas Range Burner(s); #

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

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

*Will there be sales of alcohol at this event? ☒ Yes ☐ No

If Yes, Please Specify Types of Alcohol to be Sold: ☐ N/A ☒ Beer ☒ Wine ☒ Liquor
☒ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☐ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☒ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☒ Yes ☐ No

Please Specify: Rummage Sale

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☒ Yes ☐ No

*If yes, please describe: Various Carnival Rides

What is the name of the vendor or vendors providing the rides? ☐ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☒ Yes ☐ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☒ Yes ☐ No

If so, How many? 4 ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☒ Yes ☐ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☐ Yes ☒ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

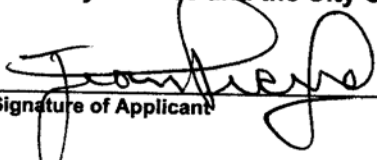
Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.


Signature of Applicant

Pastor

Title

Msgr. Jean Pierre

Print name of Applicant

Date

08/16/2016

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on August 16, 2016.
by Msgr. Jean Pierre, who is personally known to me, or, if not, such person produced the
following form of identification: _____.

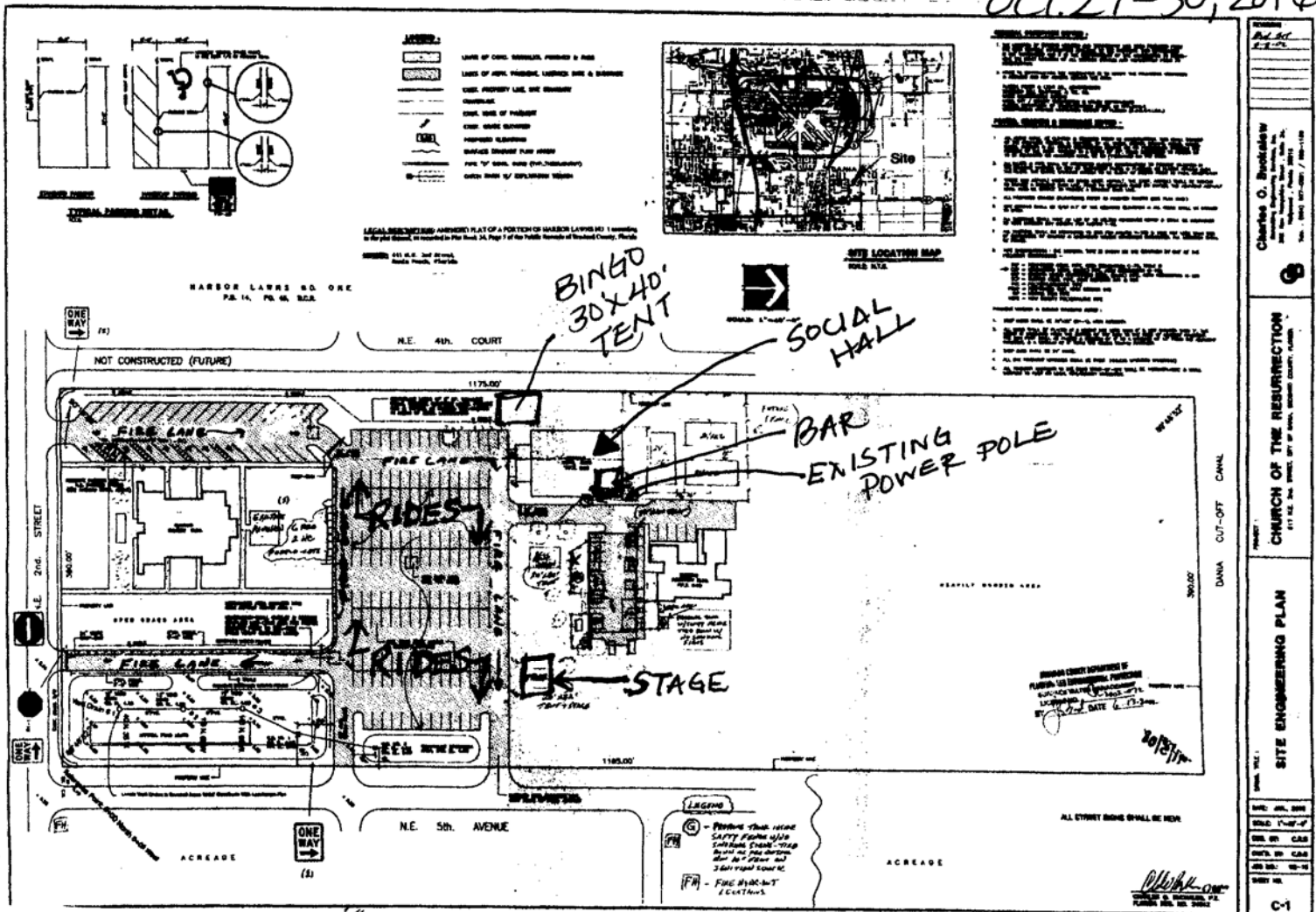


NOTARY PUBLIC

My Commission expires: June 2, 2019

My Commission number: FF- 235694

OCT. 27-30, 2014



PROPERTY LINE

PAGE
(2 of 2)

(See Enlarged Work Area) C-2

SOCIAL
HALL

BAR

Existing Power Pole

EXIST.
C.B.

24"
STOP
WHITE
BAR

BASKETS

PLANTS

BEER & WINE
GARDEN

POK
X COORS

FENCE

FOOD
FENCE

STAGE

EXISTING
DIRECTORY BLDG.
F.F.E. 8.00

CLAPS

G = GAS TANKS (-)

- ST. MAURICE COUNTRY FAIR -
OCT. 27-30, 2010

Date: September 1, 2016

To: Marco A. Salvino, Sr., Mayor
Albert C. Jones, Vice-Mayor
Chickie Brandimarte, Commissioner
Paul Fetscher, Commissioner
Bobbie H. Grace, Commissioner

From: Robert Baldwin, City Manager

Through: Mark Felicetty, Parks and Recreation Director

By: Antoine Johnson, Administrative Coordinator

Subject: "St. Maurice Country Fair"

Event Date(s): October 27- 30, 2016

A special event is requested by the St. Maurice at Resurrection Church to have their annual "St. Maurice Country Fair". This event will be held at the St. Maurice at Resurrection Church located at 441 NE 2nd Street on October 27–30, 2016.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
Lt. Suarez/ BSO Fire Dept.	Insurance rider required. Larger Site plan required, fire extinguishers for each tent, canopy, cooking appliances and stage. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum (5) lbs.) and must be currently certified and tagged by license company. Tents use for cooking must have minimum spacing of requirements between them. Tent/canopy egress plan required. Generator permits required. Power cords shall be sufficiently protected from water and shall not create a trip	

	hazard for patrons and/or workers. LP Gas Containers. Fire Department Access required Stage plans and permits required. Grease fryers are not permitted indoors. Grease frying areas must have class K fire extinguishers. Food trucks that utilize cooking appliances for food that create grease laden vapors must be equipped with currently certified and tagged automatic fire suppression system and must pass a fire inspection prior to use. No overnight lodging. Amusement rides must be currently tagged by the Florida Department of Agriculture & legible copies of the inspections shall be provided to the Fire Marshalls Office. Each individual amusement ride must have a dedicated fire extinguisher.	
Ronnie Navarro & Brad Kane/P.S.	No comment.	
Corinne Lajoie/Community Dev.	Must identify where parking will be provided	
Julio Briceno/Community Dev.	Building Permits are required for: Building (tents); Plumbing (sanitary facility); Electrical (generator/exterior electrical work)	
Tom Ansbro/City Attorney	No comments	
Jackie Beauzil HR/Risk Mgmt.	Not City Property, no requirements from Risk.	
Mark Felicetty/Parks & Recreation	No issues from Parks & Recreation	
Eric Walton/Code Enforcement	No comments	
Lt. Manfre /BSO Police Dept.	Security detail required	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Approve a Special Event request from the Broward County Environmental Planning & Community Resilience Division to have a "Ocean Conservancy International Coastal Cleanup" on September 17, 2016 from 9am -12pm on Dania Beach. The applicant is requesting a pickup for trash collected and to suspend beach raking services the morning of the event.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

None

Exhibits Attached

APPLICATION, MEMO



City of Dania Beach
Parks and Recreation Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6800
(954) 924-6813 FAX

SPECIAL EVENTS REQUEST
Application on Public or Private Property

To Whom It May Concern:

Please be advised that starting May 1, 2006 this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Martha Riguro. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE ATTACHED).

Event Name, Date, and Time: Ocean Conservancy Intenational Coastal Cleanup, September 17, 2015
from 9:00am to 12:00pm.

*Brief Description of the Event: Annual volunteer effort to cleanup beaches and waterways around the world.

Address/Location of Event: Alder Park, larger north pavilion

Event Coordinator: Pat Quinn

Telephone #1: 954-519-1218

E-mail Address: pquinn@broward.org

Telephone #2: 954-895-8544

Fax: 954-519-1496

Additional Contact Person for the Event: Angel Rovira

Telephone #1: 954-519-1296

E-mail Address: arovira@broward.org

Telephone #2: 954-914-0006

Fax: 954-519-1496

Organization or Sponsor of Event: Broward County, Environmental Planning & Community Resilience Division

Address: 115 South Andrews Ave., Room 329H

City, State, Zip Code: Fort Lauderdale, FL 33301

Telephone: 954-519-1270

Fax: 954-519-1496

Cell: _____

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #: _____

Corporation Name (As it appears in the Articles of Incorporation): _____

Date of Incorporation: _____ State of Incorporation: _____

Federal ID #: _____

Authorizing Official for the Organization: _____

Telephone #1: _____

E-mail Address: _____

Telephone #2: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____
Telephone #2: _____

***Property Owner:** Dania Beach

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☒ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

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

If so, Indicate the city location of last event: Alder Park

Is the event to take place: ☐ Indoors ☒ Outdoors ☐ Both

Number of Expected Daily Attendants: 170 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Saturday	September 17, 2016	9:00am	12:00pm	3

Anticipated Date and Time to Begin Set-Up: September 17, 2016 at 8:00am

Anticipated Date and Time for Completion of Break-Down: September 17, 2016 at 1:00pm

***Do you have a site plan for the event to be submitted with this application?** ☒ Yes ☐ No

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

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

***Are you requesting to fence the event area?** ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

***Will Canopies (tent structure with no sides) be used for this event?** ☐ Yes ☒ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will Tents (With Sides) be used for this event?** ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

***Will electricity be required for this event?**

(for lighting, sound, cooking, other power needs, etc.) ☐ Yes ☒ No

***How will this electricity be supplied?** ☐ On-Site ☐ Generator ☐ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☐ Yes ☒ No

Please indicate the type (Band, DJ, Live Performers, etc.): _____

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

***Will a stage(s) be used in this event?** ☐ Yes ☒ No

***Please note Fire Extinguisher Requirement in the next question.**

***Do you have adequate fire extinguishers for this event?** ☐ Yes ☒ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

***Will there be concessions or sales of food at this event?** ☐ Yes ☒ No

Please specify: _____

****Please Note STATE HEALTH INSPECTIONS FOR FOOD: Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.***

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

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

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

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

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

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

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

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

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

***Will there be sales of alcohol at this event?** ☐ Yes ☒ No

****Please Note*** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☐ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☐ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☐ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☒ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☒ No

***Please Note** – An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** – Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☐ Yes ☒ No

If so, How many? _____ ☒ N/A

***Please Note** – Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☐ Yes ☒ No

***Please Note** – Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☒ Yes ☐ No

If yes, please explain: **Trash pick-up collected by volunteers and suspend beach raking the morning of the event.**

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

Like previous years, we would appreciate for the City of Dania Beach to waive all fees and provide (80) parking passes for the volunteers attending this important event.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

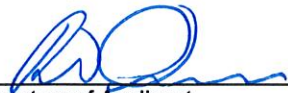
Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.



Signature of Applicant

NRS, SR

Title

Pat Buren

Print name of Applicant

5/11/16

Date



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 11th day of May, 2016.
by Pat Quinn who is personally known to me, or, if not, such person produced the
following form of identification: _____.



NOTARY PUBLIC

My Commission expires: 11/30/2018

My Commission number: FF 179 724

SPECIAL EVENT APPLICATION / PERMIT FEES

\$100.00 Beach Weddings

\$150.00 All Other Events

\$280.00 Special Events Involving Fire Inspections

\$100.00 Private Parties (over 26 participants)

\$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of \$75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.



Dania Beach Marina

Florida
Atlantic
University

Registration table
at large pavilion

Dania Beach Marina

Free meter
parking

Dania Beach Bar & Grill

Google

Imagery ©2016 DigitalGlobe, U.S. Geological Survey, Map data ©2016 Google

Date: September 1, 2016

To: Marco A. Salvino, Sr., Mayor
Albert C. Jones, Vice-Mayor
Chickie Brandimarte, Commissioner
Paul Fetscher, Commissioner
Bobbie H. Grace, Commissioner

From: Robert Baldwin, City Manager

Through: Mark Felicetty, Parks and Recreation Director

By: Antoine Johnson, Administrative Coordinator

Subject: "Ocean Conservancy International Coastal Cleanup"

Event Date(s): September 17, 2016

A special event is requested by Broward County Environmental Planning & Community Resilience Division to have "Ocean Conservancy Coastal Cleanup". This event will be held on Dania Beach on September 17, 2016, from 9:00am - 12:00pm.

The applicant is requesting the following:

1. A trash pick-up collected.
2. Suspend beach raking services the morning of the event.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
Lt. Suarez/ BSO Fire Dept.	COI required	
Ronnie Navarro & Brad Kane/P.S.	No issues. Event will not interfere with ongoing construction	
Corinne Lajoie/Community Dev.	No comments	
Julio Briceno/Community Dev.	No building permits required	
Tom Ansbro/City Attorney	No comments	

Jackie Beauzil HR/Risk Mgmt.	Self-insured documentation provided annually no issues	
Mark Felicetty/Parks & Recreation	Beach Raker services will not be suspended the morning of event. Beach Raker completes beach cleaning services before 8am every morning which will not impact event.	
Eric Walton/Code Enforcement	No comments	
Lt. Manfre /BSO Police Dept.	No issues	

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, AUGUST 23, 2016 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Marco A. Salvino, Sr.
Vice-Mayor:	Albert C. Jones
Commissioners:	Chickie Brandimarte
	Paul Fetscher
	Bobbie H. Grace
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Louise Stilson

2. Moment of Silence and Pledge of Allegiance

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

3. Presentations and Special Event Approvals

3.1 Presentation of City's Annual CAFR by HCT Certified Public Accountants for fiscal year ending September 30, 2015

Harvey Covington, HCT Accountants, provided a PowerPoint presentation of the FY 2014-2015 budget, which is attached to and incorporated into these minutes.

Vice-Mayor Jones asked about the OPEB. Mr. Covington briefly explained it and noted we are close to reaching the 25% reserve the Commission established.

Commissioner Fetscher complimented the City Manager and his team for the good report.

3.2 First-time Homeowners Program Presentation - Courtnee Biscardi, Sr. VP of Operations & Strategy, Urban League of Broward County, and Mandy Bartle, Executive Director, South Florida Community Land Trust - Vice-Mayor Jones

Vice-Mayor Jones asked for this presentation because Dania Beach does not have a program.

The presenters provided an overview of the First-Time Homeowners Program, copies of which are attached to and incorporated into these minutes. There is opportunity for the City to work with the two agencies.

Vice-Mayor Jones thanked the presenters and asked the City Manager to figure out how we can do a collaboration with the two agencies and the CRA.

Commissioner Grace noted we do have properties in Dania Beach and we will do something that will benefit all of us.

4. Proclamations

There were no proclamations at this meeting.

5. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City and the increased policing made possible by the recently added deputies. He noted Detectives Hoff and Martin have been distributing “if you see something, say something” door hangers.

Commissioner Brandimarte wants to make money off the Uber drivers by providing a City lot for them to rent.

Lieutenant Dan Suarez, BSO Fire Rescue, advised of a house fire that was caused by a hoverboard explosion. He encouraged all families who own hoverboards to check if they have been recalled and should be disposed of.

6. Citizen Comments

Brenda Fox, 1009 SW 12th Avenue, commented on a high water bill that she received for 79,000 gallons.

Mayor Salvino noted the Commission cannot comment.

Elizabeth Parella, 85 Gulfstream Road, spoke against development plans for Dania Beach.

Limon Arika, 34 SE 14th Street, spoke of the 50/50 sidewalk project. She noted the contractor did not install her sidewalks according to the requirements of the City.

Douglas Edwards and Oswaldo Romero, 75 Gulfstream Road, asked for a discussion to support low rise development in Dania Beach. They want comments and input from the Commission on items that were on the last agenda.

Linda LaRosa, 85 Gulfstream Road, spoke against irresponsible development in Dania Beach.

Thomas Smitha, 85 Gulfstream Road, #212A, commented on proposed development in his neighborhood, and noted the developers will not meet with them.

7. Consent Agenda

- 7.1 Minutes:
 - Approve Minutes of July 26, 2016 Special Budget Meeting
 - Approve Minutes of July 26, 2016 City Commission Meeting
- 7.2 Travel Requests: None
- 7.3 Business Tax Receipt Renewals for Fiscal Year 2017

Resolutions

7.4 RESOLUTION #2016-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS RELATED TO AN AGREEMENT WITH ECONOMY FIRE PROTECTION, INC. IN THE AMOUNT OF FIFTEEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$15,660.00) TO PERFORM EMERGENCY REPAIRS AT THE DANIA BEACH PIER LOCATED AT 300 N. BEACH ROAD FOR FISCAL YEAR 2015-2016; WAIVING THREE (3) COMPETITIVE QUOTES AS REQUIRED BY CITY PROCUREMENT POLICY, PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2016-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING PARKING FEES, PURSUANT TO SECTION 6-33, "SCHEDULE OF CHARGES" OF CHAPTER 6, "BEACH AND PUBLIC PARKING GARAGE PARKING" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2016-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FIRST RENEWAL OF AN EXISTING AGREEMENT AND AUTHORIZE THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO FINANCIAL AUDIT ENGAGEMENT LETTER FOR AN ADDITIONAL ONE (1) YEAR PERIOD WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC, RELATING TO THE CITY'S ANNUAL FINANCIAL AUDIT ENGAGEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2016-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND REGIONS SECURITY, INC., TO PROVIDE FOR ADDITIONAL SERVICES IN AN

AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda; seconded by Vice-Mayor Jones. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2016-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, "HEALTH AND SANITATION", ARTICLE II, "SANITARY NUISANCES", DIVISION 1, "GENERALLY", SECTION 13-32, ENTITLED "RESPONSIBILITY OF OWNERS TO MAINTAIN VACANT AND IMPROVED PROPERTY", PERTAINING TO VACANT LOT PROPERTY MAINTENANCE REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2016-014.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2016-014, on second reading; seconded by Vice-Mayor Jones. The motion carried unanimously.

9.2 ORDINANCE #2016-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 6, ENTITLED "BEACHES, PARKS, WATERWAYS AND RECREATION", ARTICLE II, ENTITLED "BEACH AND PUBLIC PARKING GARAGE PARKING", SECTION 6-33, ENTITLED "SCHEDULE OF CHARGES", OF THE CITY CODE OF ORDINANCES, BY REPEALING AND REPLACING THAT SECTION AS A RESULT OF UPDATES AND REVISIONS TO THE PARKING CHARGES' SCHEDULE; REPEALING SECTION 6-33.1 ENTITLED "PARKING CITATION SURCHARGE FOR SCHOOL CROSSING GUARD PROGRAM" AND TRANSFERRING THE PROVISION TO CHAPTER 25 OF THE CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2016-015.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Vice-Mayor Jones motioned to adopt Ordinance #2016-015, on second reading; seconded by Commissioner Grace. The motion carried unanimously.

9.3 ORDINANCE #2016-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 25, ENTITLED "TRAFFIC", ARTICLE I, ENTITLED "IN GENERAL", SECTION 25-9, ENTITLED "TRANSMISSION OF INFORMATION TO THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES", OF THE CITY CODE OF ORDINANCES, PERTAINING TO PERSONS WHO ACCUMULATE THREE OR MORE PARKING CITATIONS, OR VIOLATIONS FOR PARKING IN SPACES FOR DISABLED PERSONS; FURTHER, AMENDING VARIOUS SECTIONS OF CHAPTER 25 TO UPDATE, CLARIFY, AND REVISE SUCH SECTIONS, INCLUDING AUTHORIZING THE USE OF ELECTRONICALLY PRINTED PARKING CITATIONS, EXTENDING THE GRACE PERIOD FOR PAYMENT OF CITATIONS, PROVIDING FOR A SPECIAL MAGISTRATE PROCESS AS AN ALTERNATIVE PARKING HEARING APPEAL PROCESS, AND INCREASING FINES FOR VARIOUS PARKING VIOLATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2016-016.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Vice-Mayor Jones motioned to adopt Ordinance #2016-016, on second reading; seconded by Commissioner Fetscher. The motion carried unanimously.

City Attorney Ansbro advised the remaining items were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.4 ORDINANCE #2016-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DAVID OPTEKAR, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED ON THE SOUTH SIDE OF DANIA BEACH BOULEVARD AT 850 W. DANIA BEACH BOULEVARD LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM COMMERCIAL (C-1) DISTRICT TO NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT (RZ-60-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2016-018.

Corinne Lajoie, Principal City Planner, explained the rezoning request.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2016-018, on first reading; seconded by Vice-Mayor Jones. The motion carried unanimously.

9.5 ORDINANCE #2016-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DANIA BEACH MARINA, CORP, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED TO THE NORTH OF DANIA BEACH BOULEVARD, AT 90 N. BRYAN ROAD, LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM INDUSTRIAL RESEARCH OFFICE MARINE (IROM) DISTRICT TO GENERAL BUSINESS (C-3) DISTRICT (RZ-71-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2016-019.

Corinne Lajoie, Principal City Planner, explained the rezoning request.

Vice-Mayor Jones noted he had been contacted by the applicant.

Michael Lally, owner, noted the CRA had put him in contact with someone who wanted to put a tiki bar in the existing tiki hut, and he later found out it was not in compliance.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Commissioner Grace motioned to adopt Ordinance #2016-019, on first reading; seconded by Vice-Mayor Jones. The motion carried unanimously.

9.6 RESOLUTION #2016-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-75-15) AND DESIGN VARIATIONS (OT-64-16) AND (OT-82-16) SUBMITTED BY DAVID L. WALLACE & ASSOCIATES, INC. ON BEHALF OF THE OWNER, ALEXEY SHCHETNIKOV, FOR PROPERTY LOCATED AT 321 NORTH FEDERAL HIGHWAY IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2016-109.

Corinne Lajoie, Principal City Planner, described the design variations and site plan requests.

Commissioner Fetscher addressed the parking garage and questioned if they ever drove down a 25% grade, and indicated it would be a dangerous situation.

Guillermo Pedroza, DL Wallace Architects, responded yes, and explained there are construction methods to reduce noise and increase surface traction of vehicles. He noted valet parking would be provided for the 25% grade.

The Commission discussed their concerns with the 25% grade and felt the applicant needs to tweak the design.

Mayor Salvino opened the Public Hearing.

Patricia Favor, 200 SE 6th Avenue, noted she would expect to be safe when she drives into a hotel. If the developer cannot meet the proper pitch, he should have one less story.

Seeing as there was no one else to speak in favor or opposition, Mayor Salvino closed the Public Hearing.

Commissioner Fetscher stated if the developer could modify the grade, the Commission would approve the project.

Principal City Planner Lajoie noted our City engineer did not have a problem with the grade.

Vice-Mayor Jones motioned to continue Resolution #2016-109 until the October 10, 2016 City Commission meeting; seconded by Commissioner Grace. The motion carried unanimously.

9.7 RESOLUTION #2016-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUESTS SUBMITTED UNDER APPLICATIONS (VA-67-16), (VA-68-16) AND (VA-69-16) BY MICHAEL SALUS ARCHITECTS, LLC, ON BEHALF OF THE PROPERTY OWNER, RJ MARINA HOLDING, LLC, FOR PROPERTIES LOCATED AT 50, 70 AND 90 SOUTH BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2016-110.

Corinne Lajoie, Principal City Planner, reviewed the requested variances.

Commissioner Fetscher noted he is concerned about navigable water if the docks are allowed to be built into 1/3 of the waterway from both sides.

Mayor Salvino said he does not think it is that big of a deal; this is an idle zone. However, the question is why the dock has to be 34 feet out. He also has concerns with the gravel storage area.

Commissioner Fetscher added Bryan Road will be a main thoroughfare, and he will not approve a 5 foot area for entering or exiting parking spaces.

Mike Salus, representing Roger Moore, addressed the concerns of the Commission and distributed information that is included in and made a part of these minutes.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

In response to Vice-Mayor Jones, Principal City Planner Lajoie further explained the parking configuration and use.

Vice-Mayor Jones motioned to adopt Resolution #2016-110; seconded by Commissioner Brandimarte. The motion carried on the following 4-1 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Jones	Yes
Commissioner Fetscher	No	Mayor Salvino	Yes
Commissioner Grace	Yes		

9.8 RESOLUTION #2016-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SUBMITTAL OF AN APPLICATION FOR THE VACATION OF A PORTION OF NE 1ST AVENUE WITHOUT THE SUBMITTAL OF A NEW PLAT SUBMITTED BY RAMESH ACQUISITIONS, LLC; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2016-111.

Corinne Lajoie, Principal City Planner, explained the request for a plat waiver.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Vice-Mayor Jones motioned to adopt Resolution #2016-111; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Jones	Yes
Commissioner Fetscher	Yes	Mayor Salvino	Yes
Commissioner Grace	Yes		

9.9 RESOLUTION #2016-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A PLAT NOTE AMENDMENT TO THE GRIFFIN POINTE PLAT (DR-81-16) SUBMITTED BY GREENSPOON MARDER, P.A., ON BEHALF OF THE PROPERTY OWNER GRIFFIN POINTE PARTNERS LLLP, FOR PROPERTY LOCATED AT 2271 GRIFFIN ROAD IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2016- 112.

Corinne Lajoie, Principal City Planner, described the plat note amendment.

Mayor Salvino opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, he closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2016-112; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Jones	Yes
---------------------------------	------------	-------------------------	------------

Commissioner Fetscher
Commissioner Grace

Yes
Yes

Mayor Salvino **Yes**

10. Discussion and Possible Action

There were no discussion items on this agenda.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte had no comments.

11.2 Commissioner Fetscher

Commissioner Fetscher commented that he will vote down all charitable donations in the upcoming budget.

11.3 Commissioner Grace

Commissioner Grace wants the City to review the problem with Brenda Fox's water bill; the concession of \$300.00 was not enough.

Commissioner Grace spoke of the recent Florida League of Cities Conference where she represented the City. The PACE program was discussed, and she would like to have a PACE workshop in the near future to enlighten the residents of Dania Beach. Additionally, there was discussion of what elected officials can do to attract young energetic people to run for office, as well as budget matters and ensuring we have the right personnel in the right departments.

11.4 Vice-Mayor Jones

Vice-Mayor Jones noted he also attended the FLC Conference, and it was rewarding.

Vice-Mayor Jones also noted water will become an issue, particularly with our old infrastructure; we need to start being proactive, not reactive.

Vice-Mayor Jones commented he attended the renaming of John U. Lloyd State Park, and gave a brief history of Dr. Von Mizell.

11.5 Mayor Salvino

Mayor Salvino said he also attended the FLC Conference.

Mayor Salvino addressed citizen comments. Some residents complained of 14 story buildings; staff is just following the code that was changed by previous commissions. Commissioners need to vote their conscience for what is best for the residents. The vision is already there, and he questioned who will pay the bills if we do not build. There are more pro-development people in the City than anti-development. He noted the water bill is a bad situation; however, other people have had the same problem. He believes if there is a tenant in the building, the water is probably running. Staff is doing what they can do; it is not their fault.

Commissioner Grace felt there has to be something wrong with the water and we should not charge for water not used; we should know this from dealing with Hollywood. We work for the residents regardless of what projects come into the City. Under the budget, we need to move to PVC pipes to address the problem.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin addressed the penny sales tax; he has been working with the city managers association and MPO to encourage voters to vote for it. We have committed \$10,000.00 to the cause, and he reminded the Commission to be careful in promoting it; only factual information can be provided. The group wants speakers to speak in favor of the referendum, and he will provide additional information.

City Manager Baldwin asked the Commissioners to let him know if there is a veteran they wish to be honored at the United Way of Broward County's Mayors' Gala in October.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Wednesday, September 7, 2016 – 3:00 p.m.
Wednesday, September 7, 2016 - 5:00 p.m.
Tuesday, September 13, 2016- 6:00 p.m.
Tuesday, September 13, 2016 - 7:00 p.m.
Wednesday, September 14, 2016 - 5:01 p.m.
Tuesday, September 20, 2016 - 5:01 p.m.
Tuesday, September 27, 2016 - 7:00 p.m.

Budget Workshop
Abatement Hearing
CRA Board Meeting
City Commission Meeting
First Budget Public Hearing
Second Budget Public Hearing
City Commission Meeting

14. Adjournment

Mayor Salvino adjourned the meeting at 9:26 p.m.

ATTEST:

CITY OF DANIA BEACH

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF THE CAPITAL PURCHASE OF TWO UNITS OF DIESEL TRAILER MOUNTED PUMPS FOR THE CITY AND FURTHER AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept: Public Services	Acct #: 402-35-02-535-64-30	Amt: \$120,000.00
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Fund: Sewer

Fiscal Impact/Cost Summary

Funding is requested to be reallocated from the SCADA system project in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Sewer Fund Machinery and Equipment Account #402-35-02-535-64-30 to purchase two diesel trailer mounted pumps permitting funds to be carried forward if necessary to Fiscal Year 2016-2017.

Exhibits Attached

Resolution, Memorandum to Board

RESOLUTION NO. 2016-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF THE CAPITAL PURCHASE OF TWO UNITS OF DIESEL TRAILER MOUNTED PUMPS FOR THE CITY AND FURTHER AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE A REQUEST FOR PROPOSALS FOR DESIGN-BUILD SERVICES; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the Director of Public Services and the City Engineer/Deputy Director have determined it is necessary to issue a Request for Proposal (RFP) to solicit competitive design-build proposals from qualified firms for the capital purchase of two diesel mounted trailer pumps; and

WHEREAS, the City is currently in need of two diesel mounted trailer pumps for efficient response to emergency situations; and

WHEREAS funding in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) was approved in the Fiscal Year 2015-2016 budget for a SCADA system; and

WHEREAS, the SCADA project has been deferred to Fiscal Year 2016-2017; and

WHEREAS, the Public Services Director is seeking permission to utilize these funds and reallocate the \$120,000.00 towards the purchase of two diesel trailer mounted pumps; and

WHEREAS, due to time constraints it may not be feasible to solicit and award a bid prior to September 30, 2016, encumbering the necessary funds; therefore, the Public Services Department is seeking to carry forward these fund to Fiscal Year 2016-2017 if necessary;

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

Section 1. That the foregoing “WHEREAS” clauses are true, correct and are ratified and confirmed by the City Commission.

Section 2. That funding is requested to be reallocated from the SCADA system project in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) from the Sewer Fund Machinery and Equipment Account #402-35-02-535-64-30 to purchase two diesel trailer mounted pumps permitting funds to be carried forward if necessary to Fiscal Year 2016-2017.

Section 3. That the City Commission authorizes the City Manager to issue an RFP to solicit competitive design-build proposals from qualified firms for the capital purchase of two diesel trailer mounted pumps.

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

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

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach

Department of Public Services

1st Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Mayor Marco A. Salvino, Sr.
Vice Mayor Albert C. Jones
Commissioner Chickie Brandimarte
Commissioner Paul Fetscher, Sr.
Commissioner Bobbie H. Grace

THRU: Robert Baldwin, City Manager

FROM: Brad Kaine, Director of Public Services
Ronnie Navarro, PE, Deputy Director/City Engineer

DATE: August 12, 2016

SUBJECT: Authorization to Bid: Two (2) Trailer Mounted Pumps

Introduction and Background

The Public Services Department is requesting approval to advertise the purchase of a Two (2) Trailer Mounted Pumps.

These pumps will be used for emergency sewer backups and other utility emergencies. Currently Public Services Department has to rent pumps from vendors and this process is more costly and time consuming when emergencies arise. In addition, staff is not always able to get the necessary pumps needed and have to settle for what is available. These two pumps will address all of the City's emergency pump needs and staff will be able to respond and resolve issues in a timely manner.

Public Services Department has approved funding in the amount of \$120,000.00 in the FY 2015/2016 budget for implementation of a SCADA system. The SCADA system project has been deferred to FY 2016/2017 as is currently funded in the proposed FY 2016/2017 budget in the amount of \$500,000.00.

Funding is requested to reallocate the \$120,000.00 from the SCADA system project in the FY 2015/16 budget year from the Sewer Fund Machinery and Equipment Account #402-35-02-535-64-30 to purchase two diesel trailer mounted pumps permitting funds.

Due to time constraints it may not be feasible to solicit and award a bid prior to September 30, 2016, encumbering the necessary funds, therefore Public Services is seeking to carry forward these funds to FY 2016/2017 if necessary.

Recommendation

It is recommended that the City Commission authorize advertisement of two (2) Trailer Mounted Pumps and direct the City Manager to execute.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

Approving the appropriation and use of state Law Enforcement Trust Funds in an amount not to exceed forty five thousand one hundred eighty two dollars (\$45,182.00) for implementation of the body worn camera program

Purchasing Requests ONLY

Dept: City Manager	Acct #: 104-21-01-521-64-30	Amt: \$45,182.00
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Fund: Law Enforcement Trust Fund – Machinery & Equipment Account

Fiscal Impact/Cost Summary

Funds for this expenditure shall be expended from available cash balances from the City's State Law Enforcement Trust Fund – Machinery & Equipment Account No. 104-21-01-521-64-30 in an amount not to exceed Forty Five Thousand One Hundred Eighty Two Dollars (\$45,182.00) leaving a remaining balance of approximately Fifty Six Thousand Five Hundred Thirty Three Dollars (\$56,533.00) in the Law Enforcement Trust Fund.

Exhibits Attached

Resolution, Exhibit A, Memo

RESOLUTION NO. 2016-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPROPRIATION AND USE OF STATE LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS (\$45,182.00) FOR IMPLEMENTATION OF THE BODY WORN CAMERA PROGRAM; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the recommendation from Broward Sheriff's Office, District II, of the City of Dania Beach, to expend funds from the State Law Enforcement Trust Fund in an amount not to exceed Forty Five Thousand One Hundred Eighty Two Dollars (\$45,182.00), to cover capital costs associated with the implementation of the Body Worn Camera Program, as outlined in the attached composite Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference, is approved.

Section 2. That these costs have not been planned or reflected in the current year approved budget; therefore, upon receipt of the appropriation described in Section 1 above, Broward Sheriff's Office is authorized to expend such funds for the specific purposes set forth in Exhibit "A".

Section 3. That funds for this expenditure shall be expended from available cash balances from the City's State Law Enforcement Trust Fund – Machinery & Equipment Account No. 104-21-01-521-64-30 in an amount not to exceed Forty Five Thousand One Hundred Eighty Two Dollars (\$45,182.00) leaving a remaining balance of approximately Fifty Six Thousand Five Hundred Thirty Three Dollars (\$56,533.00) in the Law Enforcement Trust Fund.

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

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

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

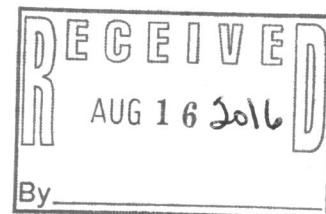
LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954.831.8900
www.sheriff.org



August 12, 2016

Mr. Robert Baldwin
City Manager
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Body Worn Camera Program Commitment

Dear Mr. Baldwin:

Thank you for your correspondence confirming the City of Dania Beach's commitment to move forward with the implementation of the Body Worn Camera Program. We are pleased to be working together with the city as we collectively embrace this new technology.

The Broward Sheriff's Office, Office of Management and Budget will send a revised annual consideration letter for FY 2016/17 to include the operating expense for body cameras which will amount to \$83,418.00. The one time capital obligation cost for the City of Dania Beach is \$45,182.00. Please send a check made payable to the Broward County Sheriff's Office to P.O. Box 9507 Fort Lauderdale, Florida 33310.

Additionally, indicate with your submittal if the capital funds will be paid from the city's general fund or Law Enforcement Trust Fund dollars so we can record these funds properly on BSO's financial records. Please remit capital payment by August 31, 2016.

If there are any further question please feel free to contact me directly at 954-321-4758.

Sincerely,


Jonathan S. Appel
Captain
Department of Administration

JSA:emm

cc: Captain Daniel Marks, BSO Dania Beach District

To: Mayor Marco A. Salvino, Sr.
Vice Mayor Albert C. Jones
Commissioner Chickie Brandimarte
Commissioner Paul A. Fetscher
Commissioner Bobbie H. Grace

From: Robert Baldwin, City Manager

By: Colin Donnelly, Assistant City Manager

Date: August 26, 2016

Subject: Law Enforcement Trust Fund Expenditure for Body Worn Cameras

The Broward Sheriff's Office is implementing their Body Worn Camera (BWC) Program. The program requires that the City pay a one-time capital cost to purchase the cameras and related hardware. The funding for the cameras and hardware will be funded through the City's Law Enforcement Trust Fund (Account No. 104-21-01-521-64-30). This cost is \$45,182.00.

The Manager's Recommended Budget for Fiscal Year 2016-2017 includes the maintenance cost for the cameras.

It is recommended that the Dania Beach City Commission authorize the expenditure of Law Enforcement Trust Funds payable to the Broward County Sheriff's Office for the purpose of obtaining body worn cameras.

Attachment: August 12, 2016 BSO letter

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2015/2016, ENDING SEPTEMBER 30, 2016, INCLUSIVE OF EXISTING PURCHASES FOR ANNUAL SOFTWARE LICENSING AND POTENTIAL FUTURE PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); WITHOUT COMPETITIVE BIDDING

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Resolution, State Contract



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

TO: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager

From: Nicki Satterfield, Finance Director Memo: DFA-16-017

DATE: August 22, 2016

SUBJECT: SHI International Corp. State Contract Renewal-Microsoft Licensing

The City of Dania Beach currently uses SHI International Corp. for its annual Microsoft Licensing Agreement under the Florida State Contract. This past year the State of Florida re-bid these services and re-awarded the contract the SHI International Corp. The current State contract is effective February 1, 2016 through January 31, 2019.

The City is seeking to piggyback on this agreement and renew our existing annual licensing agreement with SHI International through January 31, 2019.

During fiscal year 2016, various City departments have already purchased computer equipment (laptops, tablets, etc.) for SHI International Corp. in the amount of \$13,610.23.

The annual Microsoft licensing agreement is up for renewal in August in an estimated amount of \$24,932.00, bringing the vendor total in excess of the annual \$25,000.00 threshold for a single vendor and therefore requiring Commission approval.

The attached resolution authorizes the City to use the pricing available with SHI International Corp. under State Contract No. 43230000-15-02 and further authorizes the proper City officials to enter into any necessary agreements for the annual licensing through January 31, 2019.

Staff recommends renewal of this annual licensing agreement.

RESOLUTION NO. 2016-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2015/2016, ENDING SEPTEMBER 30, 2016, INCLUSIVE OF EXISTING PURCHASES FOR ANNUAL SOFTWARE LICENSING AND POTENTIAL FUTURE PURCHASES THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; 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 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 Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the various City departments have purchased computer equipment from SHI International Corp. during the current fiscal year in the amount of Thirteen Thousand Six Hundred Ten Dollars and Twenty Three Cents (\$13,610.23); and

WHEREAS, the annual Microsoft Licensing renewal is due in August 2016 in an estimated amount of Twenty Four Thousand Nine Hundred Thirty Two Dollars (\$24,932.00), which will now bring the vendor total in excess of the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires City Commission approval; and

WHEREAS, the City Administration anticipates the possible addition of future licenses and equipment; and

WHEREAS, the City would like to enter into an agreement with SHI International Corp. for its annual Microsoft licensing utilizing Florida State Contract 42320000-15-02 for the period beginning August 22, 2016 through January 31, 2019 attached as Exhibit “A”;

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

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

Section 2. That the City Commission authorizes and ratifies the purchase of equipment from SHI International Corp. and further authorizes the City to enter into an agreement with SHI International Corp. for its annual Microsoft licensing under Florida State Contract 4230000-15-02 for the period of August 22, 2016 through January 31, 2019 attached as Exhibit “A” in an amount exceeding the annual amount of the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor, and the proper City officials are authorized to execute any necessary agreements that are deemed necessary and proper.

Section 3. That all Departments’ purchases from SHI International Corp. shall be subject to and made within the respective Departments’ approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services**

This State Term Contract (Contract) is between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and SHI International Corp. (Contractor) with offices at 290 Davidson Ave. Somerset, NJ 08873.

The Department entered into overarching agreements with Microsoft Corporation (Microsoft), to standardize the use of Microsoft products and services in the State of Florida (State). Based on those agreements the Department issued Invitation to Negotiate (ITN), No. 07-43230000-L, Licensing Solutions Providers of Microsoft Software and Services, to identify a Microsoft Licensing Solutions Provider (LSP) to provide Microsoft licenses and services to the State. The Contractor submitted a Responsive reply to the ITN. After negotiations the Department determined that the Contractor's reply is the most advantageous to the State and has decided to enter into this Contract.

Accordingly, and in consideration of the mutual assurances contained in the Contract, the Department and Contractor agree as follows:

I. Scope of Work

The Contractor shall provide Microsoft software licenses and maintenance with optional support offerings in accordance with the ITN. The Contractor will coordinate with Customers regarding Microsoft required enrollment agreements which may be a condition of purchasing licenses off of this contract. Those enrollment agreements may further define the scope of services.

II. Contract Term

The initial term of this Contract will be three years. The initial contract shall begin on February 1, 2016 or on the last date in which it is signed by all parties, whichever is later.

III. Renewal Terms

Upon satisfactory performance by the Contractor and written mutual agreement of the parties, the Contract may be renewed for a renewal term not to exceed three years under the same terms and conditions in place at the time of renewal and with the approved renewal pricing specified in the Contractor's response to the ITN.

IV. Florida Price

The Contractor shall provide the Florida Price on the Contractor Florida Price Spreadsheets (Attachments A-D) that are posted on the Department's website.

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

Contingent upon approval by the Department Contract Manager, updates to the Contractor Florida Price Spreadsheets shall be posted on the Department's website. The Department reserves the right to remove products or services from the Contractor Florida Price Spreadsheets as needed in the best interest of the State.

Microsoft determines pricing levels and ERP pricing for its products. If Microsoft lowers prices, or pricing levels at any time, the Contractor shall immediately adjust the Florida pricing to reflect the lower prices. The Contractor will monitor Microsoft pricing and if at any time additional discounts become available to the state, Contractor will incorporate the discounts into this contract without delay. Contractor will continually provide the best available pricing to the state.

V. Contract

This document, together with the following exhibits set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral.

All exhibits listed below are incorporated in their entirety, and form part of this Contract.

The Contract has the following exhibits:

- Exhibit A: Special Contract Conditions
- Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
- Exhibit C: Contract Forms
- Exhibit D: ITN No. 07-43230000-L
- Exhibit E: Contractor's Response to ITN No. 07-43230000-L

In case of conflict, the documents shall have priority in the following order as listed:

- a) This document
- b) Exhibit D: ITN No. 07-43230000-L
- c) Exhibit A: Special Contract Conditions
- d) Exhibit B: General Contract Conditions
- e) Exhibit C: Contract Forms
- f) Exhibit E: Contractor's Response to ITN No. 07-43230000-L

VI. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section V, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

VI. Contract Notices

In addition to the provisions in section 38 of Form PUR 1000 (10/06), contract notices may be delivered by email to the Contractor's designated contact person as prescribed in section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract administration file, serves as the contract manager, and is the Department's designated contact person shall be listed on the Department's website.

The Contractor's employee who is primarily responsible for overseeing the Contractor's contract responsibilities and is the Contractor's designated contact person, shall be named by the Contractor and will be listed on the Department's website.

Either Party may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the other party. Any communications regarding the Contract shall be addressed to the Contract Manager.

All questions and customer service issues concerning this Contract shall be directed to the designated contact person.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida
Department of Management Services:

Contractor:
SHI International Corp.

By: 

By: 

Name: Erin Rodc

Name: Natalie Slowik

Title: Deputy Secretary

Title: Senior Manager - Contracts & RFPs

Date: 1-29-16

Date: 1/28/16

EXHIBIT A: SPECIAL CONTRACT CONDITIONS

1. ELECTRONIC INVOICE

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP). Electronic invoices may be submitted to the Customer through the Ariba Network (AN), whose usage is not mandatory. Contractor may incur a fee for use of the AN. If Contractor chooses to participate in the AN, electronic invoices shall be submitted to the Customer in one of three mechanisms as listed below.

a) **COMMERCE EXTENSIBLE MARKUP LANGUAGE (CXML)**

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

b) **ELECTRONIC DATA INTERCHANGE (EDI)**

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

c) **PURCHASE ORDER (P.O.) FLIP VIA ARIBA NETWORK (AN)**

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply “flipping” the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor may work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

State Term Contract
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Licensing Solutions Providers of Microsoft Software and Services

2. PRODUCT AND CATALOG SPECIFICATIONS (SERVICES INCLUDED, IF APPLICABLE)

The Contractor shall submit all Catalog changes to the Department for review. Once approved in writing by the Department, the product Catalog submitted will be incorporated into the Contract. Any additional terms and conditions contained in the product Catalog language will not be included in the Contract.

3. PURCHASING CARD PROGRAM

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

4. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

5. LIABILITY AND WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

6. DETAIL OF BILLS

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

7. PAYMENT TIMEFRAME

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

8. MYFLORIDAMARKETPLACE FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.

Effective November 1st, 2015, through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Any questions regarding the Transaction Fees should be directed to the MFMP Customer Service Desk, at 866-352-3776, BuyerHelp@myfloridamarketplace.com or VendorHelp@myfloridamarketplace.com.

Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

9. PAYMENT AUDIT

Records of costs incurred under terms of the Contract shall be maintained and made available to the Agency upon request at all times during the period of the Contract, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

10. BILLS FOR TRAVEL

Travel expenses are not reimbursable unless specifically authorized in writing and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

11. PUBLIC RECORDS

Access to Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Contract.

(a) The Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(b) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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Protection of Trade Secrets or Other Confidential Information

(a) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(b) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(c) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(d) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

12. RETENTION OF RECORDS

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

13. COMMUNICATIONS AND CONFIDENTIALITY

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057,

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F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Customer's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

14. INTELLECTUAL PROPERTY

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

15. PREFERRED PRICE AFFIDAVIT REQUIREMENT

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

16. EMPLOYMENT VERIFICATION (E-VERIFY)

In accordance with Executive Order Number 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment of all new employees hired by the Contractor during the Contract term for the services specified in the Contract. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

17. SCRUTINIZED COMPANY LIST

In accordance with subsection 287.135(5), Florida Statutes, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

In accordance with 287.135, the Department may unilaterally terminate this contract if it determines that the Contractor has submitted a false certification as provided under subsection 287.135 (5), or that it is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18. CONVICTED AND DISCRIMINATORY VENDOR LISTS

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract.

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19. TERMINATION FOR CONVENIENCE

The Contract may be terminated by the Department in whole or in part at any time in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed.

20. TERMINATION FOR CAUSE

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

21. COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

22. BUSINESS REVIEW MEETINGS

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

23. ETHICAL BUSINESS PRACTICES

Contractors shall work in partnership with the State to ensure a successful and valuable Contract. Ethical practices are required of State employees, Contractors, and all parties

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representing the Contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

24. GRATUITIES

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

25. LOBBYING

In accordance with sections 11.062 and 216.347, F.S., the Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract's execution and during the Contract's term.

26. COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

27. PRODUCT VARIATIONS/CUSTOM ORDERS

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

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Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department or Customer before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

28. DELAYS AND COMPLAINTS

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

29. SALES AND USE TAX

It is the responsibility of the Contractor to determine how work accomplished under this Contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at <http://dor.myflorida.com/dor/businesses>.

30. INSURANCE, LOSS DEDUCTIBLE

The Department and Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Department or Customer an insurance certificate proving appropriate coverage is in full force and effect.

31. INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 5, Liability and Workers Compensation Insurance, or the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in the Liability and Workers Compensation Insurance Section of this contract.

32. INDEMNITY

The Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Contract does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

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33. PAYMENT FOR CLAIMS

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Contract.

34. PERFORMANCE AND PAYMENT BONDS

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

35. WARRANTY

The Microsoft standard warranty shall cover all software and the Contractor's warranty shall cover Value-added services provided under this the Contract. The Microsoft standard warranty is required to provide coverage against defective software, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Microsoft and Contractor warranty coverage must be identical to or exceed the most inclusive of those normally provided for the commodities and contractual services specified herein that are sold to any State or local governments.

Should the Microsoft or Contractor warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail.

36. CONTRACT REVISIONS

Notwithstanding General Contract Conditions, section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

- a) Contractor's Company Information and Contacts
- b) Contract Administrator
- c) Contract Forms
- d) Catalog Revisions

The Contractor shall use the appropriate form to request changes to the items listed above and shall submit the form to the Department for review and approval. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, apply to all other modifications to the Contract.

37. FINANCIAL CONSEQUENCES

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and

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comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See Exhibit C, section 18 for additional information.

38. THIRD PARTY AUDITS AND REPORTING REQUIREMENTS

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter in accordance with Section 6.23 of the ITN.

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

EXHIBIT B: GENERAL CONTRACT CONDITIONS

**State of Florida
PUR 1000
General Contract Conditions**

Contents

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11. Transportation and Delivery.
12. Installation.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract

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manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so

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affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of Contract award, the Customer reserves the right to acquire additional quantities up to the amount shown on the Contract but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery

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delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor

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certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprourement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer

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in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the

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foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any

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purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE**

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FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the

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state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer

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expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the

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course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

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39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

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43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT C: CONTRACT FORMS

Forms included in this Contract:

- Quarterly Reporting (Excel File)
- Contact Information Worksheet
- Ordering Instructions
- Savings / Price Reductions
- Preferred Pricing Affidavit
- Product Update (Excel File)

Quarterly Report (Excel file)



Quarterly Report
Form.xlsx

Contractor Information Worksheet



Contractor_Informati
on_Worksheet.doc

Ordering Instructions



Ordering
Instructions.doc

Savings / Price Reductions



Savings-Reduction
Verification.doc

Preferred Pricing Affidavit



Preferred Pricing
Affidavit.docx

Product Update



Product Update
Form.xls

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EXHIBIT C: ITN NO. 07-43230000-L

ITN No. 07-43230000-L



Microsoft LSP
ITN-FINAL- FINAL--R6

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES THROUGH NOVEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

N/A

Exhibits Attached

Resolution, Memorandum to Board, Interlocal Agreement

RESOLUTION NO. 2016-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR USE OF TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES THROUGH NOVEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Services Director has determined that it is necessary for the City to contract for temporary debris management sites in the event of a natural disaster; and

WHEREAS, the Public Services Director has determined that such services can best be obtained pursuant to an interlocal agreement with Broward County;

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

Section 1. That the proper City officials are authorized to execute an Interlocal Agreement (a copy of which is attached as Exhibit "A" and is incorporated into this Resolution by this reference) with Broward County, Florida, a political subdivision of the state of Florida ("County"), for use of Temporary Debris Management Sites and Other Related Services. The County proposes to perform the services set forth in Article 2, Scope of Services, Party Responsibilities, Funding, and Method of Payment as shown in Exhibit "A".

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

Section 3. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Mayor Marco A. Salvino, Sr.
Vice Mayor Albert C. Jones
Commissioner Chickie Brandimarte
Commissioner Paul Fetscher, Sr.
Commissioner Bobbie H. Grace

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services

DATE: ~~June 2~~August 19, 2016

RE: Water Conservation Incentive Interlocal Agreement between Broward County and City of Dania Beach For Use of Temporary Debris Management Sites and Other Related Services

Introduction and Background

The City Commission of the City of Dania Beach and Broward County intend to re-enter into an agreement for use of Temporary Debris Management Sites and Other Related Services; Authorizing City Officials to Execute an Interlocal Agreement with Broward County for the support of Water Conservation Incentives Program. This agreement will allow the City use of Broward County's Debris ManagamentManagement sites in the event of a natural disaster. The County has locations that are setup regionally for all cities and will have a location available by Interstate 595 and U.S. #441 on the Aash Mmonofill site. Having this in place will give the City a guaranteed place for disposal in case of any future disaster.

~~Program is to be coordinated by Broward County within the water utility service areas and authorize Broward County to conduct specific media promotion, outreach, administrative, and other activities associated with fostering a County Wide Water Conservation Ethic. This program will provide an implementation of a Water Conservation Incentive Program to support water conservation goals and further water conservation strategies in support of consumptive use permit requirements.~~

~~County agrees to perform the services at an annual base cost to the partner of \$12,964.00. Years 2 through 5 of the agreement provide for an annual cost-of-living adjustment of 3% in the media~~



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

~~outreach/administration portion. Staff recommends approval. Additional cost for rebates and devices will only be invoiced if issued within the Dania Beach service area.~~

~~Funding for the City's cost share support of a Water Conservation Incentive Program use of Temporary Debris Management Sites and Other Related Services relating to the City's raw water supply shall be paid from available appropriations in the Water _____ Fund, Contractual Services _____ Account #401-33-02-533-49-30 _____.~~

Recommendation

It is recommended that the City Commission approve the ~~R~~resolution and authorize the City Manager to execute ~~the I~~interlocal ~~A~~agreement. ~~-~~This Resolution shall be in force and take ~~e~~ffect immediately upon its passage and adoption.

Staff recommends approval.

INTERLOCAL AGREEMENT

BETWEEN

BROWARD COUNTY

AND

FOR

USE OF TEMPORARY DEBRIS MANAGEMENT SITES
AND OTHER RELATED SERVICES

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

_____, hereinafter referred to as "GOVERNMENT ENTITY."

WHEREAS, COUNTY may offer the use of Temporary Debris Management Sites ("TDMS") owned by the COUNTY and other related services (the use of TDMS and other services shall hereinafter collectively be referred to as, "Services") to GOVERNMENT ENTITY for debris generated in Broward County in the aftermath of a natural or man-made disaster; and

WHEREAS, GOVERNMENT ENTITY desires to use the TDMS and Services in the aftermath of a natural or man-made disaster; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as provided by Section 163.01(11), Florida Statutes ; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments contained herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 7, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Government Entity Contract Administrator** – _____. The primary responsibilities of the Government Entity Contract Administrator are to coordinate and communicate with COUNTY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Government Entity Contract Administrator.
- 1.4 **County Contract Administrator** - The Director of the Broward County Solid Waste and Recycling Services. The primary responsibilities of the County Contract Administrator are to coordinate and communicate with GOVERNMENT ENTITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator.
- 1.5 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

ARTICLE 2
SCOPE OF SERVICES, PARTY RESPONSIBILITIES,
FUNDING, AND METHOD OF PAYMENT

2.1 COUNTY Responsibilities

2.1.1 COUNTY agrees to provide the Services to the GOVERNMENT ENTITY, subject to COUNTY's sole discretion and availability, pursuant to the terms and conditions set forth in this Agreement and Appendix I, attached hereto and made a part hereof. The judgment of the COUNTY, acting through the County Contract Administrator, shall be final as to availability. All TDMS offered to the GOVERNMENT ENTITY by the COUNTY shall be at sites that have been previously approved or are currently in the approval process by all applicable local, state and federal agencies.

- 2.1.2 The COUNTY, through the County Contract Administrator, retains the right to withdraw any and all Services upon fourteen (14) days advance written notice.
- 2.1.3 The purpose of these recitals is to ensure that the COUNTY is reimbursed for all costs and Services provided, and there are no additional liabilities as a result of this Agreement. COUNTY shall not be liable, for its failure or refusal to render or provide Services pursuant to this Agreement. The County Contract Administrator shall, in his/her sole discretion, determine the manner in which any and all such Services shall be provided.
- 2.1.4 The COUNTY shall create and maintain procedures for implanting this Agreement, and shall distribute such procedures to the GOVERNMENT ENTITY annually during the term of this Agreement.
- 2.2 GOVERNMENT ENTITY Responsibilities, Funding and Method of Payment
- 2.2.1 The GOVERNMENT ENTITY acknowledges and agrees that COUNTY has entered into an agreement with multiple contractors for disaster debris management services and the compensation under each agreement varies depending upon the particular contractor. Pursuant to the terms and conditions of these agreements, COUNTY has the right to assign work to any of the contractors, at its sole discretion. GOVERNMENTAL ENTITY agrees to compensate COUNTY in accordance with the prices of whichever contractor COUNTY has assigned work to, in COUNTY's sole discretion. Costs may be assessed based on the proportional use by the GOVERNMENTAL ENTITY.
- 2.2.2 GOVERNMENT ENTITY acknowledges its responsibility in seeking reimbursement from state and federal agencies for payments submitted to the COUNTY as provided in this Agreement, and acknowledges that all costs may not be deemed reimbursable by such agencies. Regardless of whether such costs are deemed reimbursable by such agencies, GOVERNMENT ENTITY is responsible for making all payments to COUNTY as provided in this Agreement.
- 2.2.3 The GOVERNMENT ENTITY shall submit payment to COUNTY for use of the TDMS and/or Services within thirty (30) calendar days of receipt of invoice from the COUNTY. The payment shall be made to COUNTY at:
- Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324
- 2.2.4 The GOVERNMENTAL ENTITY shall abide by the terms and conditions set forth in this Agreement and Appendix I.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 This Agreement shall commence on the date it is fully executed by both parties, and shall terminate on November 30, 2017, unless sooner terminated as provided herein.
- 3.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that fourteen (14) days written notice of such termination is given to the other party pursuant to Article 7.5 of this Agreement.

ARTICLE 4
GOVERNMENTAL IMMUNITY

- 4.1 GOVERNMENT ENTITY and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5
INSURANCE

- 5.1 The parties hereto acknowledge that GOVERNMENT ENTITY and COUNTY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. GOVERNMENT ENTITY and COUNTY shall institute and maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 6
EEO COMPLIANCE

- 6.1 Parties shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in its respective performance of this Agreement, the solicitation for or purchase of goods or Services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. The parties shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the

non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

The parties shall not unlawfully discriminate against any person in its respective operations and activities or in its respective use or expenditure of funds in fulfilling its obligations under this Agreement. The parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any Services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 7 MISCELLANEOUS

7.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. GOVERNMENT ENTITY and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. GOVERNMENT ENTITY and COUNTY shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended

from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

7.3 INDEPENDENT CONTRACTOR

GOVERNMENT ENTITY and COUNTY are independent contractors under this Agreement. Services provided by GOVERNMENT ENTITY pursuant to this Agreement shall be subject to the supervision of GOVERNMENT ENTITY and Services provided by COUNTY, pursuant to this Agreement, shall be subject to the supervision of COUNTY. In providing such Services, GOVERNMENT ENTITY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of COUNTY, and COUNTY, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of GOVERNMENT ENTITY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GOVERNMENT ENTITY or GOVERNMENT ENTITY's agents any authority of any kind to bind COUNTY in any respect whatsoever. GOVERNMENT ENTITY does not extend to COUNTY or COUNTY's agents, any authority of any kind to bind GOVERNMENT ENTITY in any respect whatsoever.

7.4 THIRD PARTY BENEFICIARIES

Neither GOVERNMENT ENTITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, FL 33324

FOR GOVERNMENT ENTITY:

7.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of Contract Administrator of the other party.

7.7 CONFLICTS

Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

Neither party nor its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other party in any legal or administrative proceeding unless they are a party in such proceeding or compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude either party from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event GOVERNMENT ENTITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, GOVERNMENT ENTITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as GOVERNMENT ENTITY.

7.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and GOVERNMENT ENTITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

Neither GOVERNMENT ENTITY's nor COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.9 COMPLIANCE WITH LAWS

GOVERNMENT ENTITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. Likewise, COUNTY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or GOVERNMENT ENTITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.11 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any appendix attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 7 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 shall prevail and be given effect.

7.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County Contract Administrator and GOVERNMENT ENTITY.

7.15 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

7.16 PAYABLE INTEREST

7.16.1. Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof GOVERNMENT ENTITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

7.16.2. Rate of Interest. In any instance where the prohibition or limitations of Section 7.16.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

7.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Appendix I is incorporated into and made a part of this Agreement.

7.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

7.19 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the ____ day of _____, 20__, and _____, signing by and through its authorized signatory, duly authorized to execute same.

COUNTY

WITNESSES:

By: _____

_____, County Administrator

Insurance requirements
approved by Broward County
Risk Management Division

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

By _____
(Date)

By _____
Angela F. Benjamin (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
FOR USE OF BROWARD COUNTY TEMPORARY DEBRIS
MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

City Clerk or Authority

By: _____
Mayor or Authority

Dated: _____ day of _____, 20____

APPROVED AS TO LEGAL FORM:

Governmental Entity Attorney

Dated: _____

PAB:dmv
06/19/12
06/18/12
06/06/12
02/29/12
04/20/11
03/22/11
tdmsdisasterdebrissvc.ila.doc

INTERLOCAL AGREEMENT FOR USE OF BROWARD COUNTY
TEMPORARY DEBRIS MANAGEMENT SITES AND RELATED SERVICES

APPENDIX I

COUNTY Responsibilities

- COUNTY will allow GOVERNMENT ENTITY-authorized Contractors to utilize the designated Temporary Debris Management Sites (TDMS) for disposal of material collected from the GOVERNMENT ENTITY.
- COUNTY shall be responsible for TDMS traffic control, TDMS site management, material processing/reduction, haul-out, and final disposal (in accordance with state and federal law).
- COUNTY's Consultant will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of load discharge.
- COUNTY site monitors will retain two copies of the load tickets and return one copy with the statement/invoice (biweekly or a period mutually agreeable). COUNTY will retain one copy for their records.
- COUNTY's Consultant will provide periodic user reports consistent with COUNTY Debris Monitoring Agreement.
- COUNTY will invoice the GOVERNMENT ENTITY for the proportionate share of the costs including fair and reasonable site operating (processing and disposal) and monitoring costs, as applicable to the services rendered. Proportionate share shall be calculated based on the volume of debris delivered by or on behalf of the GOVERNMENT ENTITY into the TDMS.

GOVERNMENT ENTITY Responsibilities

- Ensure all trucks are pre-measured and that placards are fixed noting prime contractor and truck yardage in accordance with Debris Management Plan protocols. (COUNTY shall have right to verify cubic yardage capacity for any recorded volumes that appear questionable and/or for any vehicles that may have been altered after the initial measurement by governmental entity.)
- Provide truck certification sheets for any vehicles bringing debris to COUNTY Temporary Debris Management Sites.

- Order a sufficient supply of five (5) part load tickets in a form agreed to by the COUNTY and COUNTY's Contractors, and ensure that trucks arrive with these tickets, initialed in the field (pick-up location) by the GOVERNMENT ENTITY field monitor, or follow other load recordation process as approved in writing by the County Contract Administrator in the future.
- Assume responsibility for any debris that does not conform to the requirements stipulated in the COUNTY's contract for TDMS operation.
- Pay in full any invoices received from the COUNTY within thirty (30) days of receipt pursuant to the terms of the Agreement.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH ILLINOIS UNION INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS (\$951,758.00) FOR COVERAGE BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

GL WC Insurance Reso, GL WC Memo to Commission, NCIC Rate Increase, Rate Comparison

RESOLUTION NO. 2016-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RENEWAL OF THE COMPREHENSIVE PROPERTY/LIABILITY INSURANCE COVERAGE PACKAGE AND WORKERS' COMPENSATION INSURANCE FOR THE CITY OF DANIA BEACH, FLORIDA, THROUGH BROWN & BROWN D/B/A PUBLIC RISK INSURANCE AGENCY ("PRIA"), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, SUCH PACKAGE TO INCLUDE COVERAGE FOR PROPERTY AND CASUALTY, CRIME, EMPLOYEE DISHONESTY, GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND PHYSICAL DAMAGE, PUBLIC OFFICIALS' LIABILITY, EMPLOYMENT PRACTICES' LIABILITY AND WORKERS' COMPENSATION AND IN ADDITION THROUGH BROWN & BROWN, COVERAGE FOR POLLUTION LIABILITY WITH ILLINOIS UNION INSURANCE COMPANY, DOCK PROPERTY COVERAGE WITH GREAT LAKES REINSURANCE AND NFIP FLOOD PROGRAM POLICIES WITH WRIGHT NATIONAL FLOOD INSURANCE COMPANIES FOR A COMBINED ANNUAL PREMIUM AMOUNT OF NINE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED FIFTY EIGHT DOLLARS (\$951,758.00) FOR COVERAGE BEGINNING OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach (the "City") currently obtains its Comprehensive Insurance Package and Workers' Compensation Insurance coverage through Public Risk Insurance Agency ("PRIA"); and

WHEREAS, in Fiscal Year 2015-2016, PRIA worked with the City Administration to contain cost by offering a two (2) year policy agreement through September 30, 2017 at a guaranteed rate with premiums to only be adjusted for changes in exposure as agreed upon between the City and PRIA; and

WHEREAS, PRIA has offered the second year renewal option for a combined premium amount of Nine Hundred Fifty One Thousand Seven Hundred Fifty Eight Dollars (\$951,758.00); and

WHEREAS, it is anticipated minor changes may occur throughout the fiscal year due to additions and deletions of equipment and as a result of the annual worker's compensation audit; and

WHEREAS, Brown & Brown, d/b/a Public Risk Insurance Agency, continues to be responsive and provide guidance for risk and liability concerns on major contractual agreements,

special events, construction projects, appropriate vendor insurance requirements, and bid specifications; and

WHEREAS, Brown & Brown is able to offer renewal of current Pollution Liability coverage with Illinois Union Insurance Company at the current rate for Fiscal Year 2016-2017; and

WHEREAS, Brown & Brown is able to offer renewal of current Dock Property Coverage with Great Lakes Reinsurance Company at the current rate for Fiscal Year 2016-2017; and

WHEREAS, Brown & Brown is able to offer renewal of flood coverage as required under National Flood Insurance Program (NFIP) governed by Federal Emergency Management Agency (FEMA) as rezoned by Broward County with Wright National Flood Insurance Company; and

WHEREAS, the City Commission waives competitive bidding, as provided by the City Commission's prior approval of the two (2) year policy, and further authorizes renewals with PRIA, Illinois Union Insurance Company, Great Lakes Reinsurance Company and Wright National Flood Insurance Company for Fiscal Year 2016-2017; and

WHEREAS, the City Commission further authorizes the City Manager to make adjustments to the premiums as necessary due to required changes in coverage resulting from additions or deletions of equipment, results of the annual Workers Compensation audit, or other insurance requirements necessitated to protect the City and its assets;

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

Section 1. That the City Commission approves the renewal of the City's Comprehensive Insurance Package through Public Risk Insurance Agency, such package to include coverage for Workers' Compensation, Property and Casualty, Crime, Employee Dishonesty, General Liability, Automotive Liability and Physical Damage, Public Officials' Liability, Employment Practices' Liability and renewal of Pollution Liability with Illinois Union Insurance Company and renewal of Dock Property Coverage with Great Lakes Reinsurance Company and renewal of NFIP Flood coverage with Wright National Flood Insurance for the period October 1, 2016 through September 30, 2017 in a total combined premium amount of Nine Hundred Fifty One Thousand Seven Hundred Fifty Eight Dollars (\$951,758.00) allowing

for premium adjustments to be made by the City Manager as necessitated to properly protect the City and its assets.

Section 2. That the cost of Comprehensive Insurance Package and Workers' Compensation coverage, which anticipates an annual adjustment needed for coverage due to changes to City real property inventory, is planned, appropriated and has been made available through appropriate allocations to various City Funds in the proposed FY 2016/2017 budget.

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

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

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT MEMORANDUM

TO: Honorable Mayor Marco Salvino, Sr.
Honorable Vice-Mayor Albert C. Jones
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Paul Fetscher, Sr.
Honorable Commissioner Bobbie H. Grace

FROM: Robert Baldwin, City Manager

BY: Jacquelyn Beauzil, HR/Risk Management Manager

DATE: September 13, 2016

SUBJECT: General Insurance Coverage –Renewal
Workers Compensation and Comprehensive General Package Coverage

As the City's insurance broker, Public Risk Insurance Agency (PRIA) has proposed the 2016-2017 insurance renewals for the City's Comprehensive Insurance Package including Workers Compensation, Dock Property, National Flood Insurance Program (NFIP) Premises, Pollution, and Storage Tank Liability.

The Preferred Governmental Insurance Trust (PGIT) offered two-year policy terms effective 10/1/2015 – 09/30/2017 for the Comprehensive Insurance Package and Workers Compensation policies. This was a unique offering by PGIT to provide members a stable budgeting process and ease of administration. The two-year policy was approved by the Commission in 2015. The City's current rates for Property, Liability and Workers Compensation are guaranteed and will be maintained through 9/30/2017. Although the rates are guaranteed, the premiums are subject to changes in exposures such as Payroll increases, Workers Compensation Experience Modification factors, and purchase of vehicles, equipment, and other assets.

This 2-year policy has served to be an excellent decision, as there is an impending Workers' Compensation rate increase being presented to the Office of Insurance Regulation (see attached article). The National Council on Compensation Insurance (NCCI) has recommended a 19.6% rate increase based on three major case laws which have served to increase the costs of workers' compensation benefits to employers. Workers Compensation rate increases approved by the state will not impact the City until the 2017-18 fiscal year.

The Storage Tank Liability policy which renewed on August 23, 2016 is being rewritten effective October 1, 2016 to be concurrent with the fiscal year in conjunction with other policies.

Risk Management services currently include a myriad of resources to heighten safety awareness for the protection of not only City personnel, but residents as well. The provisions for safety and loss control resources and claims management is critical to control liability which ultimately affects long term premiums and other costs to the City. For example, the City's experience modification factor applicable to the Workers Compensation premium remains below 1 at a rate of .91 which remains favorable and indicates claims 10% below average. In addition, the City has maintained processes to minimize lost-

time claims and performs above average in this area. Benchmarking data shows that the City has 26% fewer lost-time claims than other Florida municipalities.

Examples of ongoing risk management services provided by the PRIA/*PGIT* team to support our insurance program include:

- ❖ Regular claims review conferences involving City Risk Management personnel, claims' adjusters, insurance brokers, and attorneys.
- ❖ Sr. Risk Control Consultant on-site visits and consultation for loss control.
- ❖ Extensive catalog of online training courses free of charge.
- ❖ Attorneys specializing in HR, Risk Management and Employment Law via Helpline and directly via panel counsel.
- ❖ Seminars and webinars addressing regulatory issues – including Public Records, legislative developments, and other real time risk and human resource concerns.
- ❖ TIPS matching safety incentive – up to \$5,000 per year.
- ❖ Completed Flood Audit review to be in compliance with FEMA's Stafford Act.
- ❖ Risk Analysis and consulting services concerning:
 - Vendor Insurance Requirements and compliance
 - Special Events

Attached is a Premium and Coverage Comparison which details premiums for which approval is being requested. Premiums are paid on an annual basis.

PGIT's two-year policy endorsements effective 10/1/16-9/30/17 with current rates and premiums updated for exposure changes. Exposure increases are due to the City's growth and combined premiums for both policies are within 5% of 10/1/2015-2016 premiums.

- Package: (Property, Crime, General Liability, Public Officials Liability/Employment Practices and Automobile) - \$668,063
- Workers' Compensation - \$155,304

Specialized coverages to be effective 10/1/2016-9/30/17 are listed below. Premiums are flat with no rate changes, except for a \$200 required inspection fee for the City docks.

- Pollution Liability (Illinois Union) - \$11,356
- Storage Tank Rewrite to 10/1 (Commerce & Industry) - \$1,796
- Dock Property Coverage (Great Lakes)- \$62,145

Based on strict FEMA rules, there are various effective dates for the NFIP flood program during the FY 2016-17. We are currently estimating 12 policy renewals to be within a 15% increase of the current policies.

- NFIP Flood program policies - \$53,094 (Estimated Not To Exceed)

City Administration recommends Commission approval of the attached Resolution to renew the City's General Liability and Workers Compensation insurance coverage for the second year of the previously approved two year coverage, spanning October 1, 2016 through September 30, 2017, through *PGIT* as proposed by PRIA.

**PartnerOne**
Environmental®

Storage Tank Coverage
The PartnerOne Fuel Solutions Program offers coverage for storage tanks and related site pollution exposures.

[Learn More >](#)



View this article online: <http://www.insurancejournal.com/news/southeast/2016/07/05/418940.htm>

NCCI Proposes Nearly 20% Florida Workers Comp Rate Increase

The Florida Office of Insurance Regulation (OIR) announced July 1 that the National Council on Compensation Insurance (NCCI) filed an amended rate filing to address a third legal change affecting Florida's workers' compensation system. This amended filing increases NCCI's initial proposed combined average rate increase from 17.1 percent to 19.6 percent.

Individual projected rate impacts for all three recent legal changes include the following:

- A 2.2 percent projected rate increase for the June 9th Florida Supreme Court decision in the case of [Westphal v. City of St. Petersburg](#), in which the Florida Supreme Court found the 104-week statutory limitation on temporary total disability benefits in Section 440.15(2)(a), Florida Statutes, unconstitutional because it causes a statutory gap in benefits in violation of an injured worker's constitutional right of access to courts. The Supreme Court reinstated the 260-week limitation in effect prior to the 1994 law change.
- A 15 percent projected rate increase for the April 28th Florida Supreme Court decision in the case of [Castellanos v. Next Door Company](#), which found the mandatory attorney fee schedule in Section 440.34, Florida Statutes, unconstitutional as a violation of due process under both the Florida and United States Constitutions.
- A 1.8 percent projected rate increase related to updates within the Florida Workers' Compensation Health Care Provider Reimbursement Manual (HCPR Manual) per Senate Bill 1402. The manual became effective on July 1, 2016.

NCCI is proposing an effective date of October 1, 2016 for new and renewal workers' compensation policies and that the 19.6 percent rate increase apply to all workers' compensation policies in effect as of October 1, 2016 on a pro-rata basis for the remainder of each policy's term.

OIR has scheduled a public rate hearing for August 16, 2016 at 9:00 a.m. to give NCCI an opportunity to discuss the filing and interested parties and other stakeholders the ability to provide testimony or comments. The hearing will be held in the Jim King Committee Room, 401 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida. A media advisory with more details will be released at a later date.

NCCI is a licensed rating organization authorized to make rate filings on behalf of workers' compensation insurance companies in Florida. The Florida Office of Insurance Regulation has primary responsibility for regulation, compliance and enforcement of statutes related to the business of insurance and the monitoring of industry markets.

Related:

- [Florida Supreme Court Strikes Down State Cap on Temporary Disability Benefits](#)
- [Florida Judge: 104-Week Limit on Temporary Disability Benefits Unconstitutional](#)
- [Florida Court Reverses Itself: 104-Week Limit on Temporary Benefits Constitutional](#)
- [Florida Supreme Court Finds Attorney Fee Schedule Unconstitutional; Passes on Other Key Workers' Comp Case](#)
- [Florida Braces for Rate Hikes, Litigation Due to Workers Compensation Fee Ruling](#)
- [NCCI Seeks to Raise Florida Workers Comp Rates by 17% in Light of Court Ruling](#)

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PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2016



LINE OF COVERAGE	2015/2016			2016/2017			Changes in Exposures	
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	2015/2016	2016/2017
Property:	Package 2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing				
Preferred Gov't Ins Trust								
Buildings & Contents	\$ 45,521,961	\$ 2,500	\$ 389,246	\$ 45,515,021	\$ 2,500	\$ 389,159	Property	
Equipment Breakdown	\$ 45,521,961	\$ 2,500		\$ 45,515,021	\$ 2,500		Exposure	\$ (6,940)
Flood	\$ 3,000,000	\$ 2,500		\$ 3,000,000	\$ 2,500		Difference	-0.02%
Named Windstorm		5%/\$15,000 minimum			5%/\$15,000 minimum			
Accounts Receivable	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500		Premium	\$ (87)
Additional Expense	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500		Difference	-0.02%
Business Income	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500			
Errors & Omissions	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500			
Demolition & Increased Cost of Construction	\$ 500,000	\$ 2,500		\$ 500,000	\$ 2,500			
Inland Marine (Equipment):	Package 2 year policy						Inland Marine (Equipment)	
Communications Equipment	Included in Blanket	\$ 2,500	\$ 6,871	Included in Blanket	\$ 2,500	\$ 9,053	\$ 1,348,331	\$ 1,621,171
Mobile Equipment	\$ 631,622	\$ 2,500		\$ 904,462	\$ 2,500		Exposure	\$ 272,840
Electronic Data Processing	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Difference	20.24%
Emergency Services Portable Equip	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500			
Fine Arts	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Premium	\$ 2,182
Other Inland Marine	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500		Difference	31.76%
Rented Borrowed Leased Equipment	\$ 50,000	\$ 2,500		\$ 50,000	\$ 2,500			
Valuable Papers	Included in Blanket	\$ 2,500		Included in Blanket	\$ 2,500			
Watercraft	\$ 14,026	\$ 2,500		\$ 14,026	\$ 2,500			
Blanket Unscheduled Inland Marine	\$ 652,683	\$ 2,500		\$ 652,683	\$ 2,500			
		Sub-Total	\$ 396,117		Sub-Total	\$ 398,212	\$ 2,095	0.53%
Crime:	Package 2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing				
Preferred Gov't Ins Trust								
Employee Dishonesty	\$ 250,000	\$ 1,000	\$ 1,346	\$ 250,000	\$ 1,000	\$ 1,346		
Theft, Disappearance & Destruction In/Out	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000			
Funds Transfer	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000			
Computer Fraud	\$ 25,000	\$ 1,000		\$ 25,000	\$ 1,000			
Forgery/Alterations	\$ 25,000	\$ 1,000		\$ 25,000	\$ 1,000			
		Sub-Total	\$ 1,346		Sub-Total	\$ 1,346	\$ -	0.00%
General Liability:	Package 2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing			Payroll	Payroll
Preferred Gov't Ins Trust							\$6,996,931	\$7,664,550
General Liability	\$ 1,000,000	\$ -	\$ 129,220	\$ 1,000,000	\$ -	\$ 141,549	Exposure	\$ 667,619
Employee Benefits	\$ 1,000,000	\$ -		\$ 1,000,000	\$ -		Difference	9.54%
			\$ -				Premium	\$ 12,329
							Difference	9.54%
		Sub-Total	\$ 129,220		Sub-Total	\$ 141,549	\$ 12,329	9.54%
Automobile:	Package 2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing			Vehicles	Vehicles
Preferred Gov't Ins Trust							68	70
Auto Liability	\$ 1,000,000	\$ -	\$ 36,305	\$ 1,000,000	\$ -	\$ 37,395	Exposure	2
Uninsured Motorist	rejected	\$ -		rejected	\$ -		Difference	2.94%
Collision	Symbol 2	\$ 1,000	\$ 18,866	Symbol 2	\$ 1,000	\$ 20,523	Premium	\$ 2,747
Hired Physical Damage	\$ 35,000	\$ 1,000		\$ 35,000	\$ 1,000		Difference	4.98%
Medical Payments	None			None				
		Sub-Total	\$ 55,171		Sub-Total	\$ 57,918		

PREMIUM AND COVERAGE COMPARISON

Covered Party:	City of Dania Beach
Effective Date:	10/1/2016



LINE OF COVERAGE	2015/2016			2016/2017			Changes in Exposures	
	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE	ANNUAL PREMIUM	2015/2016	2016/2017
Public Officials:	Package 2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing			Employees	Employees
Preferred Gov't Ins Trust							157	172
Public Officials Liability	\$ 1,000,000	\$ 10,000	\$ 62,558	\$ 1,000,000	\$ 10,000	\$ 69,038	Exposure Difference	\$ 15
Employment Practices Liability	\$ 1,000,000	\$ 10,000	Included	\$ 1,000,000	\$ 10,000	Included		9.55%
Cyber/Privacy Liability	\$ 1,000,000	\$ 10,000	Included	\$ 1,000,000	\$ 10,000	Included		
							Premium Difference	\$ 6,480
		Sub-Total	\$ 62,558		Sub-Total	\$ 69,038		10.36%
Workers' Compensation:	2 year policy effective 10/1/2015-2017			2nd year Annual endorsement/billing			Payroll	Payroll
Preferred Gov't Ins Trust	15/16 Payroll: \$6,996,931			16/17 Payroll: \$7,664,550			\$6,996,931	\$7,664,550
	Experience Mod: .88			Experience Mod: .91			Exposure Difference	\$ 667,619
								9.54%
							MOD Difference	0.03
Workers' Compensation	Statutory	\$ -	\$ 137,607	Statutory	\$ -	\$ 155,304		3.41%
Employers Liability	\$1m/\$1m/\$1m	\$ -		\$1m/\$1m/\$1m	\$ -		Premium Difference	\$ 17,697
		Sub-Total	\$ 137,607		Sub-Total	\$ 155,304		12.86%
Pollution:	10/1/2015-2016			10/1/2016-2017				
Indian Harbor								
Pollution Including Terrorism	\$1,000,000/\$2,000,000	\$ 10,000	\$ 11,356	\$1,000,000/\$2,000,000	\$ 10,000	\$ 11,356		
							Premium Difference	\$ (0)
		Sub-Total	\$ 11,356		Sub-Total	\$ 11,356		0.00%
Dock Property:	10/1/2015-2016			10/1/2016-2017				
Great Lakes Reinsurance								
Docks	\$ 2,750,000	\$27,500/\$275,000	\$ 61,875	\$ 2,750,000	\$27,500/\$275,000	\$ 61,875		
		Certificate Fee	\$ 35		Certificate Fee	\$ 35		
		Inspection Fee	\$ -		Inspection Fee	\$ 200		
		Policy Fee	\$ 35		Policy Fee	\$ 35	Premium Difference	\$ 200
		Sub-Total	\$ 61,945		Sub-Total	\$ 62,145		0.00%
Storage Tank: Rewrite	8/23/16-8/23/17			10/1/2016-2017				
Commerce & Industry								
Storage Tank Liability	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,780	\$1,000,000/\$4,000,000	\$ 5,000	\$ 1,780		
TRIA	Included		\$ 16	Included		\$ 16	Premium Difference	\$ -
		Sub-Total	\$ 1,796		Sub-Total	\$ 1,796		0.00%
Flood:							ESTIMATED	
NFIP- Wright National	Various	See Flood Schedule	\$ 46,169	ESTIMATE ONLY - 15% increase			Premium Difference	\$ 6,925
								15.00%
TOTAL PREMIUM	\$ 903,285			\$ 951,758			Overall Difference	\$ 48,473
								5%

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE REQUEST MADE BY DAVID OPTEKAR, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED ON THE SOUTH SIDE OF DANIA BEACH BOULEVARD AT 850 W. DANIA BEACH BOULEVARD LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM COMMERCIAL (C-1) DISTRICT TO NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT (RZ-60-16), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application and Backup, Ordinance



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *CL Lajoie*

SUBJECT: **RZ-60-16:** The applicant and owner, David Optekar, is requesting to rezone a property located at 850 W. Dania Beach Boulevard (SECOND READING).

**REQUEST
REZONING**

To rezone approximately property from Neighborhood Office and Banking District (C-1) to Neighborhood Residential (NBHD-RES) zoning.

PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Office and Banking District (C-1)
PROPOSED ZONING:	Neighborhood Residential (NBHD-RES)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The applicant is requesting to rezone the property to Neighborhood Residential (NBHD-RES) zoning, which is compatible to the Neighborhood Residential* designation of the neighboring property to the east. The current zoning designation of C-1 does not allow residential use. The proposed zoning of NBHD-RES allows various forms of residential use allow for more compatible redevelopment of the parcel.

REZONING

The request satisfies the rezoning criteria identified in Section 645-40 of the City's LDC as indicated in the applicant's justification statement. The criteria are identified below.

- (1) "That the request is consistent with the city's comprehensive plan; and"
- (2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and"
- (3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. the request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or

- c. There exists changed or changing conditions which make approval of the request appropriate; or
- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses”.

The rezoning application requires two (2) readings by the City Commission for approval.

CITY COMMISSION PREVIOUS ACTION

On August 23, 2016 the City Commission approved the item on first reading.

PLANNING AND ZONING BOARD RECOMMENDATION

The Planning and Zoning Board heard this item on July 20, 2016 and recommended approval of the rezoning request.

RECOMMENDATION

The rezoning request meets the criteria identified in the City's Land Development Code (LDC). Approve the ordinance to rezone the property.



June 17, 2016

Corinne LaJoie, AICP, LEED Green Associate
Planning and Zoning Manager Community Development
City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach Florida 33004

Re; Criteria Statement for Rezoning Application for 850 W. Dania Beach Blvd.

Dear Ms. Lajoie;

The zoning designation we are seeking is NBHD-RES. This zoning is prevalent and surrounding this parcel on the North, South, and East side. The current zoning of C-1 is a permitted non-conforming use. Changing this zoning from C-1 to NBHD-RES would bring the parcel into conformity with the surrounding parcels. It would be consistent with the parcel I own directly adjacent to and east of the parcel in question. The request is consistent with the City of Dania Beach's comprehensive plan for development. It would also be consistent with the proposed development that is being considered by the Dania Beach Housing Authority directly across the street and north of the subject property to allow for greater housing opportunities and to revitalize this area of the neighborhood. Granting this request would not in any way confer a special privilege to my property as evidenced by the fact this is the existing zoning in this area. Finally this rezoning request is appropriate and consistent with the City of Dania Beach's development plans as evidenced by the trend to enhance this area as it becomes eventually connected with Bryan Road and the extensive development currently underway there.

Attached you will find;

- 1.) Cover letter
- 2.) Completed Zoning Application
- 3.) Two Aerial Photos of the property showing existing zoning
- 4.) Letter from attorney stating ownership and encumbrances
- 5.) Survey of the Parcel for which we are requesting the zoning change

If you should have any questions please do not hesitate to call me at (954)682-9791. I appreciate your consideration and approval of this application and look forward to working with you throughout this process.

Sincerely yours;

David Optekar, L.C.S.W.
Pres.
Our House in Dania, Inc.



LAW OFFICES
WILLIAM J. MCPHARLIN
A PROFESSIONAL ASSOCIATION

June 17, 2016

Mr. Marc LaFerrier
City Of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

SUITE 122
BERKLEY SOUTH BUILDING
3015 NORTH OCEAN BOULEVARD
FORT LAUDERDALE, FLORIDA 33308

TELEPHONE (954) 566-8893
FAX (954) 566-8869
E-MAIL: MCPHARLINLAW@AOL.COM

RE: Opinion of title regarding property at 850 West Dania Beach Blvd, Dania Beach, FL
described in Exhibit A attached.

Dear Mr. LaFerrier:

Based on my review of title information provided by Attorneys' Title Fund Services, LLC, it is my opinion that, as of June 9, 2016, the ownership of and encumbrances on the real property described in Exhibit A attached to this letter are as follows:

Owner: David Optekar
Encumbrances:

1. Easement granted to Florida Power and Light Company by instrument dated 7/20/59 and recorded 7/23/59 in OR Book 1617, Page 398.
2. Easement Deed dated 11/28/84 from Victory Villas, Inc. to City of Dania, Florida, for road and other related purposes upon the North 15' of the land described herein, recorded in OR Book 12185, Page 709.
3. Easement Deed dated 11/28/84 from Victory Villas, Inc., to City of Dania, Florida, for road and other related purposes upon the west 10' of Block 2 of the land described herein, recorded in OR Book 12185, page 710.
4. Easement Agreement dated February 21, 2007 by and between Victory Villas, Inc., a Florida not-for-profit corporation, and Victory Living Programs, Inc., a Florida not for profit corporation, for the use and maintenance of a driveway adjacent to and east of the east boundry of the land described herein, recorded 08/03/2007 in OR Book 44425, Page 212.
5. Mortgage dated 07/20/2007 by David Optekar to Community Bank of Broward and recorded 08/01/2007 in OR Book 44409, Page 260, in the original principal amount of \$150,000.00; together with an Assignment Of Rents recorded in OR Book 44409, Page 270, and a Financing Statement recorded in OR Book 44409, Page 277.

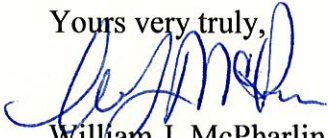


June 17, 2016
Mr. Marc LaFerrier
City Of Dania Beach

6. Second Mortgage by David Optekar to Florida Community Loan Fund, Inc. dated 9/18/200 and recorded 9/22/2009 in OR Book 46537, Page 1001, in the original principal amount of \$36,550.00; together with an Assignment Of Rents recorded in OR Book 46537, Page 1011, a Financing Statement recorded in OR Book 46537, Page 1016, and a Modification recorded under Instrument #112794005.

Note: All of the above documents setting forth an Official Records and Page number or Instrument number were recorded in the Public Records of Broward County, Florida.

Yours very truly,



William J. McPharlin
WJM/mab

FILED 1732P 2/59

BASE ME 4 T

DWO No. 59- 69257

ER No. 5826

Pole No.

OFF REC 1617

JULY 20

1959

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of \$ 1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to set and maintain poles, guy stubs, guy wires and anchors for electric transmission and distribution lines and the necessary appurtenances for such lines, and the right to permit the attachment of conductors, wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on my our property described as follows.

Anchors together with guy wires to be located approximately 65 feet East of the West line and approximately 1140 feet and 500 feet respectively South of the North line of Block 2, Henry Park, a Sub-division as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida.

Also

install and maintain electric conductors and appurtenances over and above the West 7 feet of the above described Block 2, Henry Park.

In the presence of:

Shadore Mizell II
A. R. McCarty

J. S. Mizell (SEAL)

Minnie Mizell (SEAL)

(SEAL)

RECORDED IN PUBLIC RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS (SEAL)
CLERK OF CIRCUIT COURT

STATE OF FLORIDA AND COUNTY OF Broward

I, a Notary Public in and for the County and State aforesaid, do hereby certify that J. S. Mizell

and Minnie Mizell known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed

WITNESS my hand and official seal in said County and State this 20 day of JULY 1959

My Commission expires June 5 1960

A. R. McCarty
Notary Public, State of Florida

(road/corporate)

84-418223

EASEMENT DEED

Victory Villas Inc. a Non-profit corporation, Grantor,
for and in consideration of the sum of One Dollar (\$1.00) and other
good and valuable considerations paid by Grantee, the receipt where-
of is hereby acknowledged, does hereby grant unto the CITY OF DANIA,
FLORIDA, a municipal corporation organized and existing under the
laws of the State of Florida, Grantee, and its successors and assigns,
an Easement for road and other related purposes, upon, over, and
across the following described land, situate, lying and being in
Broward County, Florida, to wit:

The North 15 feet of Block 2, "HENRY PARK", according to the Plat
thereof as recorded in Plat Book 24, page 27, of the public records
of Broward County, Florida.

Dec 10 2 38 PM '94

IN WITNESS WHEREOF, the Grantor has caused these presents to
be executed in its name and its corporate seal to be affixed by its
proper officer thereunto duly authorized this 28 day of
November, 1984.

VICTORY VILLAS, INC.

By: Charles Johnson

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF BROWARD

RECORDED IN THE PUBLIC RECORDS OF THE
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

I HEREBY CERTIFY that on this day, before me, an Officer duly
authorized in the State and County aforesaid to take acknowledgements,
personally appeared Charles Johnson
well known to me to be the President
of the corporation named as Grantor in the foregoing deed and that he
acknowledged executing the same in the presence of two subscribing wit-
nesses freely and voluntarily under authority duly vested in him by
said corporation and that the seal affixed thereto is the true corporate
seal of said corporation.

WITNESS my hand and official seal in the County and State last
aforesaid this 28th day of November, 1984.

Lynn M. Hadden
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Aug. 8, 1986
Bonded thru Jedco Insurance Agency

0170-7 [Seal]

RECEIVED BY CITY AND COUNTY

Paul C. Allen

Return to:
Wanda Mullikin
City Clerk-Auditor
100 West Dania Beach Blvd.
Dania, Florida 33004

VOL 12185 Pg 709

5/11

(road/corporate)

84-418224

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Victory Villas Inc. a non-profit corporation, Grantor,
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of is hereby acknowledged, does hereby grant unto the CITY OF DANIA,
FLORIDA, a municipal corporation organized and existing under the
laws of the State of Florida, Grantee, and its successors and assigns,
an Easement for road and other related purposes, upon, over, and
across the following described land, situate, lying and being in
Broward County, Florida, to wit:

The West 10 feet of the North 253.61 feet of Block 2, "HENRY PARK"
according to the Plat thereof as recorded in Plat Book 24, page 27,
of the public records of Broward County, Florida.

IN WITNESS WHEREOF, the Grantor has caused these presents to
be executed in its name and its corporate seal to be affixed by its
proper officer thereunto duly authorized this 28 day of
November, 1984.

VICTORY VILLAS, INC.

By: [Signature]

RECORDED IN THE PUBLIC RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF BROWARD

[Corporate Seal]

I HEREBY CERTIFY that on this day, before me, an Officer duly
authorized in the State and County aforesaid to take acknowledgements,
personally appeared Charles Johnson
well known to me to be the President
of the corporation named as Grantor in the foregoing deed and that he
acknowledged executing the same in the presence of two subscribing wit-
nesses freely and voluntarily under authority duly vested in him by
said corporation and that the seal affixed thereto is the true corporate
seal of said corporation.

WITNESS my hand and official seal in the County and State last
aforesaid this 28th day of November, 1984.

[Signature]
Notary Public

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Aug. 8, 1985
Bonded thru Jeco Insurance Agency

Return to:
Wanda Mullikin
City Clerk-Auditor
100 West Dania Beach Blvd.
Dania, Florida 33004

APPROVE FOR ROAD AND EASEMENTS

[Signature]

Dec 19 1984

12185P6 710

[Signature]

Feb. 6. 2007 4:44PM

No. 5246 P. 2

Prepared by and return to:
William J. McPharlin, Esq.
3015 N. Ocean Boulevard, Suite 122
Fort Lauderdale, FL 33308

EASEMENT AGREEMENT

This Easement Agreement entered into this 21st day of February, 2007, by and between Victory Villas, Inc., a Florida not-for-profit corporation (the "First Party"), and Victory Living Programs, Inc., a Florida not-for-profit corporation (the "Second Party").

WHEREAS, First Party is the owner of the real property described in Exhibit "A" attached hereto, herein referred to as "Parcel 1"; and

WHEREAS, Second Party is the owner of the real property described in Exhibit "B" attached hereto, herein referred to as "Parcel 2"; and

WHEREAS, a portion of Parcel 1 consists of the driveway described in Exhibit "C" attached hereto, herein referred to as the "Driveway", which Driveway is jointly used by the owners of Parcel 1 and Parcel 2, and there respective guests and invitees.

NOW, THEREFORE, in consideration of the mutual premises, \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. First Party hereby grants to Second Party, it's successors and assigns, a non-exclusive easement for vehicular and pedestrian ingress and egress over, upon, through and across the Driveway for access to Parcel 2.

2. The Driveway shall remain substantially as it currently exists and no significant change shall be made to the Driveway without the prior written consent of the owners of both Parcel 1 and Parcel 2. Neither party shall unreasonably interfere with the use of the Driveway by the other party or the guests or invitees of the other party. The parties agree that the use of the Driveway shall be in accordance with all applicable governmental laws, ordinances and regulations.

3. First Party shall maintain the Driveway in good condition and repair, and one-half of the reasonable costs incurred by First Party for such maintenance and repair shall be reimbursed by Second Party within thirty days of receipt of a copy of an invoice incurred by First Party for such maintenance and/or repair.

4. Second Party agrees to indemnify and hold First Party harmless from any liability, damage and/or expense incurred by First Party arising out of the use of the Driveway by Second Party or it's guests or invitees. Second Party shall, at it's own expense, maintain liability insurance coverage for any such liability of not less than \$500,000.00 for each incident, naming First Party and it's mortgagee(s) as additional insureds, and providing for thirty days written notice to First Party and it's mortgagee(s) if such insurance is not renewed or is cancelled.

5. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. This Agreement shall not be amended or modified in any manner, except in writing executed by the owners of both Parcel 1 and

(8)

Feb. 6. 2007 4:44PM

No. 5246. 2. 3

Parcel 2. Interpretation and enforcement of this Agreement shall be governed by the laws of Florida, and venue of any action relating to this Agreement shall be exclusively in Broward County, Florida. The prevailing party in any action arising out of this Agreement shall recover costs and reasonable attorney's fees at all court levels.

IN WITNESS WHEREOF, this Agreement has been executed on the date written above.

Executed in the Presence of:

witness signature

printed name

witness signature

printed name

Victory Villas, Inc.

By:

Name: Ronald Schwartz

Title: President

Executed in the Presence of:

witness signature

printed name

witness signature

printed name

Victory Living Programs, Inc.

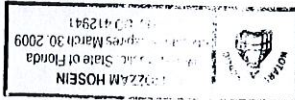
By:

Name: Ronald Schwartz

Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

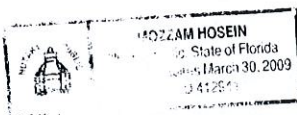
The foregoing instrument was acknowledged before me this 21st day of February, 2007, by Ronald Schwartz as President of Victory Villas, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced a driver's license as identification.



Mozam Hosein
NOTARY PUBLIC, State of Florida
My Commission Expires: 3.30.09

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of February, 2007, by Ronald Schwartz as President of Victory Living Programs, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced a driver's license as identification.



Mozam Hosein
NOTARY PUBLIC, State of Florida
My Commission Expires: 3.30.09

EXHIBIT "A"

LEGAL DESCRIPTION

The North 253.61 feet of Block 2, "Henry Park", according to the plat thereof as recorded in Plat Book 24, Page 27, of the Public Records of Broward County, Florida, being further described as follows;

BEGINNING at the Northeast corner of said Block 2;

Southwesterly along the East Block 2, a distance of 261.95 feet;

Thence Westerly, parallel with and 253.61 feet South of the north line of Block 2 a distance of 311.85 feet to the West line of Block 2;

Thence Northerly along said West line 253.62 feet to the Northwest corner of said Block 2;

Thence Easterly 375.19 feet to the POINT OF BEGINNING;

TOGETHER WITH:

That portion of Southwest 11th Terrace, as shown on the plat of HENRY PARK, according to the plat thereof as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida and vacated by City of Dania Beach Ordinance Number 41-86, recorded in Official Records Book 15163, Page 973 of the Public Records of Broward County, lying adjacent to and adjoining the North 253.61 feet of Block 2 of said HENRY PARK.

LESS THEREFROM:

A portion of Block 2, HENRY PARK, according to the plat thereof as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida, together with a portion of the right-of-way of Southwest 11th Avenue as shown on said HENRY PARK and as vacated by City of Dania Beach Resolution Number 41-86, recorded in Official Records Book 15163, Page 973 of the Public Records of Broward County, Florida, being more particularly as follows:

BEGINNING at the Northwest corner of said Block 2;

THENCE North 90°00'00" East on the North line of said Block 2, a distance of 117.09 feet;

THENCE South 12°15'06" West, 49.13 feet;

THENCE South 00°30'30" West, 205.61 feet to the intersection with the South line of the North 253.61 feet of said Block 2;

THENCE South 90°00'00" West on said South line and it's Westerly projection, 127.09 feet to the intersection with the West boundary of said plat of HENRY PARK;

EXHIBIT "A" (cont.)

LEGAL DESCRIPTION

THENCE North 00°30'30" East on the West boundary, a distance of 223.62 feet;

THENCE North 90°00'00" East on the Northerly limits of that portion of Southwest 11th Avenue vacated by said City of Dania Beach Ordinance Number 41-86, a distance of 20.00 feet to the intersection with the West line of said Block 2;

THENCE North 00°30'30" East on the West line of said Block 2, a distance of 30.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing a total net area of 59721 square feet (1.3710 acres) more or less.

EXHIBIT "B"

LEGAL DESCRIPTION

A portion of Block 2, HENRY PARK, according to the plat thereof as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida, together with a portion of the right-of-way of Southwest 11th Avenue as shown on said HENRY PARK and as vacated by City of Dania Beach Resolution Number 41-86, recorded in Official Records Book 15163, Page 973 of the Public Records of Broward County, Florida, being more particularly as follows:

BEGINNING at the Northwest corner of said Block 2;

THENCE North 90°00'00" East on the North line of said Block 2, a distance of 117.09 feet;

THENCE South 12°15'06" West, 49.13 feet;

THENCE South 00°30'30" West, 205.61 feet to the intersection with the South line of the North 253.61 feet of said Block 2;

THENCE South 90°00'00" West on said South line and it's Westerly projection, 127.09 feet to the intersection with the West boundary of said plat of HENRY PARK;

THENCE North 00°30'30" East on the West boundary, a distance of 223.62 feet;

THENCE North 90°00'00" East on the Northerly limits of that portion of Southwest 11th Avenue vacated by said City of Dania Beach Ordinance Number 41-86, a distance of 20.00 feet to the intersection with the West line of said Block 2;

THENCE North 00°30'30" East on the West line of said Block 2, a distance of 30.00 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 31,872 square feet (0.7317 acres) more or less.

EXHIBIT "C"

LAND DESCRIPTION
24-FOOT INGRESS/EGRESS EASEMENT
VICTORY VILLAS
PORTION OF BLOCK 2, "HENRY PARK"
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

A portion of Block 2, HENRY PARK, according to the plat thereof as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Block 2;

THENCE North 90°00'00" East on the North line of said Block 2, a distance of 117.09 feet to the POINT OF BEGINNING;

THENCE continue North 90°00'00" East on the North line of said Block 2, a distance of 24.56 feet;

THENCE South 12°15'06" West, a distance of 51.87 feet;

THENCE South 00°30'30" West, a distance of 202.93 feet to the intersection with the South line of the North 253.61 feet of said Block 2;

THENCE South 90°00'00" West on said South line, a distance of 24.00 feet;

THENCE North 00°30'30" East, a distance of 205.61 feet;

THENCE North 12°15'06" East, a distance of 49.13 feet to the POINT OF BEGINNING;

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 6,114 square feet (0.1404 acres) more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
11/1/2006
P:\Projects\1998\982770 Victory Villas Pci A Svy\SURVEY\Legal Descriptions\982770-V-SD-EGRS-ESMT.doc

Sheet 1 of 3 Sheets

3. Bearings shown hereon are based on assumed datum with the North line of Block 2, HENRY PARK, recorded in Plat Book 24, Page 27, Broward County, Records, having a bearing of North 90°00'00" East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

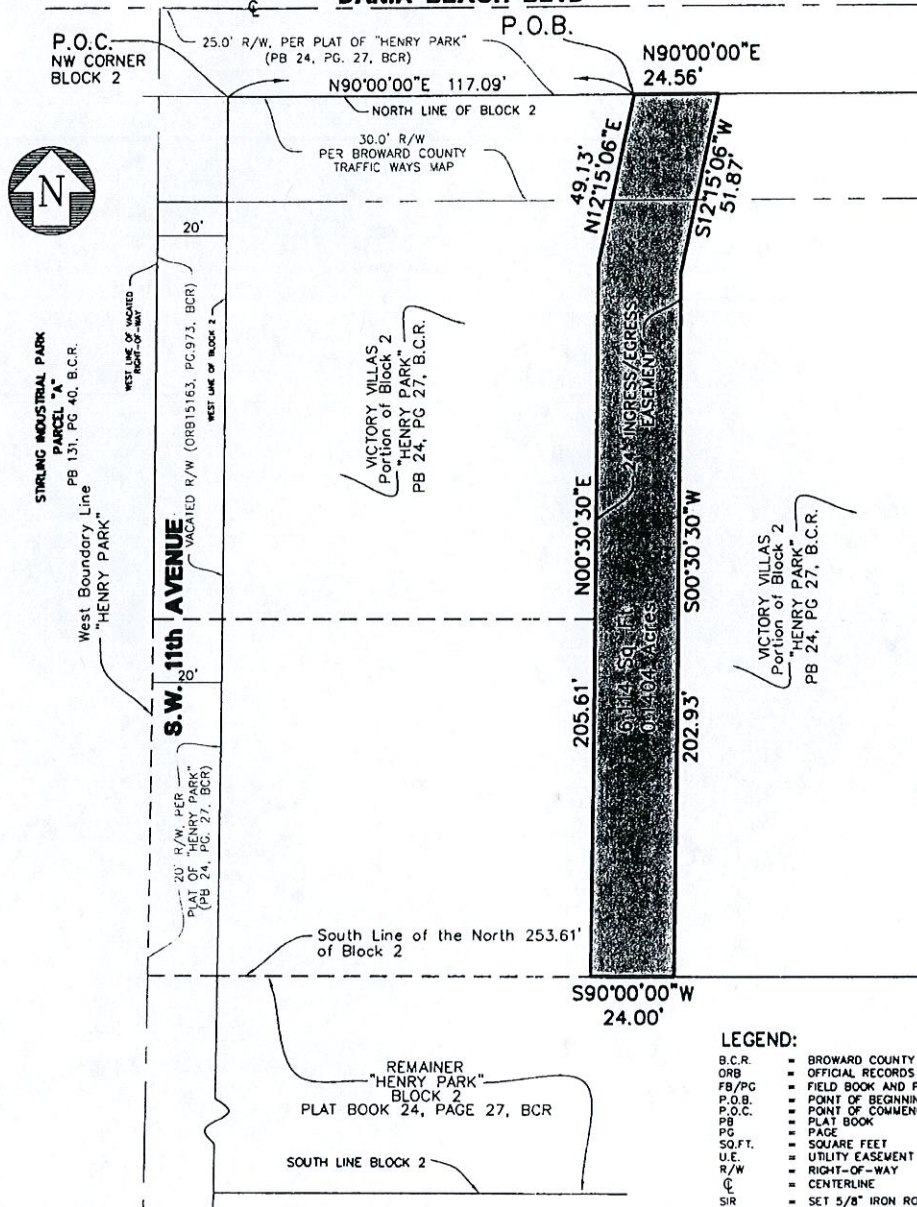
CALVIN, GIORDANO AND ASSOCIATES, INC.

 Date: 10/31/06
Perk J. Alacosta
Professional Surveyor and Mapper
Florida Registration Number LS 4328

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
11/1/2006
P:\Projects\1998\982770 Victory Villas Pcl A Svy\SURVEY\Legal Descriptions\982770-V-SD-EGRS-ESMT.doc

Sheet 2 of 3 Sheets

DANIA BEACH BLVD



LEGEND:

- B.C.R. = BROWARD COUNTY RECORDS
ORB = OFFICIAL RECORDS BOOK
FB/PG = FIELD BOOK AND PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PB AB = PLAT BOOK
PG = PAGE
SQ.FT. = SQUARE FEET
U.E. = UTILITY EASEMENT
R/W = RIGHT-OF-WAY
C = CENTERLINE
SIR = SET 5/8" IRON ROD AND CAP
L.B. = LICENSE BUSINESS



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
1800 Eller Drive, Suite 800
Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807

VICTORY VILLAS
City of Dania Beach
Broward County, Florida

SCALE
1" = 40'

DATE
11/01/06

PROJECT No
98-2770

CAD FILE
SEE LEFT MARG

SHEET



NW 10TH CT

W DANIA BEACH BLVD

SW 8TH AVE

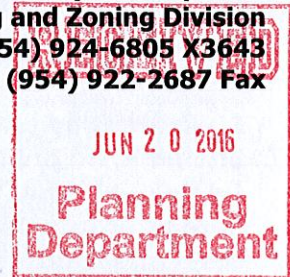


June 8, 2016

RECEIVED
JUN 20 2016
Planning
Department



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

R2-600-16

(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. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 850 W. DANIA Bch Blvd, DANIA BEACH, FL 33004

Lot(s): _____ Block: 2 Subdivision: HENRY PARK

Recorded Plat Name: HENRY PARK

Folio Number(s): 504234-24-0110 Legal Description: "SEE ATTACHED"

Applicant/Consultant/Legal Representative (circle one) DAVID OPTEKAR

Address of Applicant: 480 SW 55th TERR, PLANTATION, FL 33317

Business Telephone: (954) 682-9791 Home: (954) 682-9791 Fax: (954) 924-6005

E-mail address: MAXTWO SOCKS@Bellsouth.NET

Name of Property Owner: DAVID OPTEKAR

Address of Property Owner: 480 SW 55th TERR, PLANTATION, FL 33317

Business Telephone: (954) 682-9791 Home: (954) 682-9791 Fax: (954) 924-6005

Explanation of Request: REZONE to be more consistent with my adjoining properties.
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: 0.7317^{ACRE} Prop. Square Footage: 31,871 sq. ft.

Existing Use: COMMERCIAL Proposed Use: NBHD-RES

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 17 DAY OF June, 20 16

By:

Marisol Rueda
(Print name of person acknowledging)

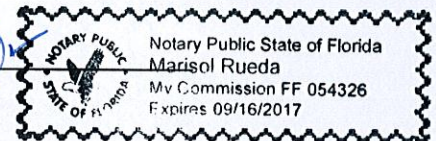
(Joint owner signature if applicable)

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



Personally known _____ or Produced Identification ☒

Type of identification produced: FLX # 0132162 or Drivers License 491740



*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.**

ORDINANCE NO. 2016-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DAVID OPTEKAR, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED ON THE SOUTH SIDE OF DANIA BEACH BOULEVARD AT 850 W. DANIA BEACH BOULEVARD LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM COMMERCIAL (C-1) DISTRICT TO NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT (RZ-60-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, entitled “Land Development Code,”(LDC) of Part 6, entitled “Development Review Procedures And Requirements,” Article 645 “Rezoning” (the “City Code”), David Optekar, the property owner (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning (Application RZ-60-16) for property legally described in Exhibit “A” (the “Property”); and

WHEREAS, the City Planning and Zoning Advisory Board sitting as the Local Planning Agency, held a duly advertised public hearing on July 20, 2016 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and;

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” the rezoning

from Commercial (C-1) District to Neighborhood Residential (NBHD-RES) District zoning classification for the Property, as legally described in Exhibit “A” is approved.

Section 3. Issuance of a development permit by a municipality does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. If any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED on first reading on August 23, 2016.

PASSED AND ADOPTED on second reading on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

A portion of Block 2, HENRY PARK, according to the plat thereof as recorded in Plat Book 24, Page 27 of the Public Records of Broward County, Florida, together with a portion of the right-of-way of Southwest 11th Avenue as shown on said HENRY PARK and as vacated by City of Dania Beach Resolution Number 41 – 86, recorded in official Records Book 15163, Page 973 of the Public Records of Broward County, Florida, being more particularly as follows:

BEGINNING at the Northwest corner of said Block 2; THENCE North 90 degrees 00’00” East on the North line of said Block 2, a distance of 117.09 feet; THENCE South 12 degrees 15’ 06” West, 49.13 feet; THENCE SOUTH 00 DEGREES 30’ 30” West, 205.61 feet to the intersection with the South line of the North 253.61 feet of said Block 2; THENCE South 90 degrees 00’00” West on said South line and it’s Westerly projection, 127.09 feet to the intersection with the West boundary of said plat of HENRY PARK; THENCE North 00 degrees 30’ 30” East on the West boundary, a distance of 223.62 feet; THENCE North 90 degrees 00’ 00” East on the Northerly limits of that portion of Southwest 11th Avenue vacated by said City of Dania Beach Ordinance Number 41-86, a distance of 20.00 feet to the intersection with the West line of said Block 2; THENCE North 00 degrees 30’ 30” East on the West line of said Block 2, a distance of 30 feet to the POINT OF BEGINNING. Said lands lying in the City of Dania Beach, Broward County, Florida and containing a total area of 31,871 square feet “0.7317 acres” more or less, and located at 850 West Dania Beach Blvd, Dania Beach, Florida.

24-FOOT INGRESS/EGRESS EASEMENT

VICTORY VILLAS

PORTION OF BLOCK 2, “HENRY PARK”

CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

A portion of Block 2, HENRY PARK, according to the plat thereof as recorded in Plat Book 24, page 27 of the public records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Block 2; THENCE North 90 degrees 00’ 00” East on the North line of said Block 2, a distance of 117.09 feet to the POINT OF BEGINNING; THENCE continue North 90 degrees 00’ 00” East on the North line of said Block 2 a distance of 24.56 feet; THENCE South 12 degrees 15’ 06” West, a distance of 51.87 feet; THENCE South 00 degrees 30’ 30” West, a distance of 202.93 feet to the intersection with the South line of the North 253.61 feet of said Block 2; THENCE South 90 degrees 00’ 00” West on said South line, a distance of 24 feet; THENCE North 00 degrees 30’ 30” East, a distance of 205.61 feet; THENCE North 12 degrees 15’ 6” East a distance of 49.13 feet to the POINT OF BEGINNING; Said lands lying in the City of Dania Beach, Broward County, Florida and containing 6,114 square feet (0.1404 acres) more or less.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE REQUEST MADE BY DANIA BEACH MARINA, CORP, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED TO THE NORTH OF DANIA BEACH BOULEVARD, AT 90 N. BRYAN ROAD, LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM INDUSTRIAL RESEARCH OFFICE MARINE (IROM) DISTRICT TO GENERAL BUSINESS (C-3) DISTRICT (RZ-71-16), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application and Backup, Ordinance



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G. A., Planning and Zoning Manager *CLajoie*

SUBJECT: **RZ-71-16:** The applicant, Dania Beach Marina Corp., is requesting a rezoning from Industrial Research Office Marine (IROM) to General Business District (C-3) for the property located at 90 N. Bryan Road (SECOND READING).

REZONING

To rezone the property from Industrial Research Office Marine (IROM) to General Business District (C-3).

PROPERTY INFORMATION

EXISTING ZONING:	Industrial, Research, Office, Marine (IROM)
PROPOSED ZONING	General Business District (C-3)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The subject property is located on the east side of Bryan Road. The property is the current location of a drystack boat storage structure. The applicant is requested to change the zoning on the property to General Business District (C-3) zoning.

The applicant has constructed and installed a tiki bar and grill without permits and is in the process of obtaining permits and licensing required to make the use legal. The proposed bar and grill is not a permitted use in the IROM zoning district but is identified as a Special Exception use in the C-3 zoning district.

In addition, the applicant identified in his application that his rezoning request is consistent with the Dania Pointe development project, which is located immediately to the west of this property.

Community Development Department received a letter from an attorney identifying that the person who submitted the application is not the majority owner of the property. The City Attorney's office has determined that the Plan of Termination for the condominium will become final on August 17, 2016 and therefore the application for rezoning can move forward.

REZONING

The request satisfies the rezoning criteria identified in Section 645-40 of the City's LDC as indicated in the applicant's justification statement. The criteria are identified below.

- (1) "That the request is consistent with the city's comprehensive plan; and"
- (2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and"
- (3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. the request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or
 - c. There exists changed or changing conditions which make approval of the request appropriate; or
 - d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
 - e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses".

The rezoning application requires two (2) public hearings, or readings, by the City Commission for approval.

CITY COMMISSION PREVIOUS ACTION

On August 23, 2016 the City Commission approved this item on first reading.

PLANNING AND ZONING BOARD RECOMMENDATION

On July 20, 2016 the Planning and Zoning Board heard this item and recommended approval of the rezoning request.

RECOMMENDATION

The rezoning request meets the criteria identified in the City's Land Development Code (LDC). Approve the ordinance to rezone the property.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

JUL 07 2015
Planning
Department

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: R2-71-16

(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. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 90 N BRYAN ROAD DANIA
Lot(s): 120 Block: 112 Subdivision: N.A.

Recorded Plat Name: BRYAN ROAD WAREHOUSES

Folio Number(s): 504233AB0020 Legal Description: SEE ATTACHED SURVEY

Applicant/Consultant/Legal Representative (circle one) DANIA BEACH MARINA CORP

Address of Applicant: 90 N BRYAN ROAD, DANIA BEACH FL 33004

Business Telephone: 954-920-5595 Home: 786-344-6032 Fax: 954-920-5585

E-mail address: FLYLALLY@AOL.COM

Name of Property Owner: DANIA BEACH MARINA CORP.

Address of Property Owner: 90 N BRYAN ROAD, DANIA BEACH, FL 33004

Business Telephone: 954-920-5595 Home: 786-344-6032 Fax: 954-920-5585

Explanation of Request: ZONING CHANGE FROM IRONI TO C-3 WITH SPECIAL EXCEPTION
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 2.35 Gross Acreage: 2.95 Prop. Square Footage: 102,801 SQ FT NET

Existing Use: FULL SERVICE MARINA Proposed Use: FULL SERVICE DRYSTACK MARINA

* BOATS, INDOOR STORAGE OF NEW OR USED ONLY WITH FUEL SALES SHIPSTORE, TIKI BAR AND ON PROPERTY ABUTTING A NAVIGABLE WATERWAY BOAT SALES AND SERVICE

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - Includes staff processing and up to 2 review cycles. <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

Renee M. Smith, Esq. PA.

LEGAL OPINION ON TITLE

July 10, 2016

City of Dania Beach
Mr. Marc LaFerrier, AICP
W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Re- Zoning Application for 90 N Bryan Road, Dania Beach FL

Dear City of Dania Beach;

Dania Beach Marina Corp is requesting a rezoning of its current use, IROM with a marina dry stack uses permitted under the current City of Dania Beach code. In order for Dania Beach Marina Corp, DBA Dania Beach Offshore to operate as a full service marina, which would include a Tiki Bar and Grille, that is not clearly allowed under IROM uses, it is necessary for our client to request the rezoning to C3/C4 which is covered under Article 110 within Ordinance #2016-013: Use Regulations for Commercial and Mixed-Use Districts.

In support of that request, I have reviewed the Public Records of Broward County, survey, title, corporate charters and confirm the following:

1. Duly recorded on May 17, 2016 was a Plan of Termination of Dania Beach Boat Club, a Condominium transferring multi folio ownership into one folio ownership managed by Trustee, Dania Beach Marina Corp., a Florida corporation.
2. The above said termination plan was prepared by the undersigned and properly recorded to terminate the condominium.
3. The rezoning request is consistent with both the Dania Beach Boat Club, recorded declaration of condominium; Dania Beach Marina Corp, incorporation documents; and the duly performed survey showing the necessary setbacks as insured by a current title policy.

It is my legal opinion that Dania Beach Marina Corp has full power and authority to seek this rezoning and the rezoning is permitted by all recorded documents, title evidence and the corporate charters of effected interests.

Your cooperation is appreciated in the approval of the rezoning application.

If you have any questions, please contact my office.

Sincerely,

Renee M. Smith

Renee M Smith, Esq.

**Dania Beach Marina Corp.
90 N Bryan Road
Dania Beach, FL 33004**

July 7, 2016

City of Dania Beach
Mr. Marc LaFerrier, AICP
W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Re- Zoning Application for 90 N Bryan Road, Dania Beach FL

Dear Mr. LaFerrier;

Dania Beach Marina Corp is requesting a rezoning of its current use, IROM with a marina drystack uses permitted under the current City of Dania Beach code. We believe that our request is consistent with the current city comprehensive plan, due to the fact of the mixed use project, Dania Pointe, across the street for our site.

The redevelopment of Dania Pointe is underway, including infrastructure changes to Bryan Road as well as Stirling Road and Old Griffin roads. Since Dania Pointe has commercial uses as well as residential uses planned and approved by both the city and county, and the county land use for this area is commercial, we feel that this change will help in preventing spot zoning within the city. Both properties north and south of the subject are full service marinas and even a manufacturing plant for Dusky Boats.

In order for Dania Beach Marina Corp, DBA Dania Beach Offshore to operate as a full service marina, which would include a Tiki Bar and Grille, that is not clearly allowed under IROM uses, it is necessary for us to request the rezoning to C3/C4 which is covered under Article 110 within Ordinance #2016-013 : Use Regulations for Commercial and Mixed-Use Districts.

Therefore, we are requesting a rezoning change as submitted to allow marina related uses along with a Tiki Bar and Grill that allows the sale of beer, wine and liquor, as well as food at our existing marina. This is necessary because the necessary additional licenses required to these uses by the State of Florida.

Thank you for your consideration in this matter.

Sincerely,



Michael M. Lally, as its President



FILE COPY

ORDINANCE NO. 2016-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY DANIA BEACH MARINA, CORP, OWNER OF THE PROPERTY, TO REZONE LAND GENERALLY LOCATED TO THE NORTH OF DANIA BEACH BOULEVARD, AT 90 N. BRYAN ROAD, LOCATED WITHIN THE CITY OF DANIA BEACH, FLORIDA, CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM INDUSTRIAL RESEARCH OFFICE MARINE (IROM) DISTRICT TO GENERAL BUSINESS (C-3) DISTRICT (RZ-71-16), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code of Ordinances (the “City Code”), Dania Beach Marina Corp (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning from the Industrial Research Office Marine (IROM) District to the General Business (C-3) District (Application RZ-71-16), for property legally described in Exhibit “A” (the “Property”); and

WHEREAS, the City Planning and Zoning Advisory Board, sitting as the Local Planning Agency, held a duly advertised public hearing on July 20, 2016 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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

Section 1. The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. Pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City

Code, the requested rezoning (RZ-71-16) from the Industrial Research Office Marine (IROM) District to the General Business (C-3) District for the Property, as legally described in Exhibit “A”, is approved.

Section 3. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. If any clause, section, sentence or phrase of this Ordinance is for any reason held unconstitutional or invalid by a competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED on first reading on August 23, 2016.

PASSED AND ADOPTED on second reading on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

LEGAL DESCRIPTION

All of Parcel A, BRYAN ROAD WAREHOUSES, according to the plat thereof, as recorded in Plat Book 170, Page 112 of the Public Records of Broward County, Florida; Together with a 40 foot strip of land lying adjacent to and contiguous with the easterly boundary of said Parcel A.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING A PLAT NOTE AMENDMENT TO THE BRYAN ROAD WAREHOUSES PLAT (DR-61-16) SUBMITTED BY DANIA BEACH MARINA CORP., ON BEHALF OF THE PROPERTY OWNER FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staf Report, Application and Backup, Resolution



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, LEED G. A., Planning and Zoning Manager *CL Lajoie*

SUBJECT: **DR-61-16:** The applicant, Dania Beach Marina Corp., is requesting a plat note amendment for the property located at 90 N. Bryan Road

PLAT NOTE AMENDMENT

To allow marina, commercial and restaurant use.

PROPERTY INFORMATION

EXISTING ZONING:	Industrial, Research, Office, Marine (IROM)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The subject property is located on the east side of Bryan Road. The current plat note is too restrictive, limiting the use to industrial only. As such, the applicant is requesting the proposed changes.

PLAT MODIFICATION

The applicant is in the process of platting the property through Broward County to allow a variety of uses. The applicant is requesting to amend the restrictive note on the plat as follows:

FROM:

This plat is restricted to 45,000 square feet of industrial use on Parcel "A". Any additional uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increase impacts.

TO:

Parcel "A" (see attached legal description) is restricted to 45,000 square feet of industrial use (35,000 square feet of existing marina uses, and 2,500 square feet proposed ancillary commercial use; and 1,600 square feet of restaurant use, 1,000 square feet existing) and 210 existing dry stack boat slips (12 existing wet slips).

CITY COMMISSION PREVIOUS ACTION

On July 26, 2016 the City Commission continued this item.

RECOMMENDATION

The request meets the applicable regulations of the Land Development Code (LDC). Approve the resolution amending the plat note.

H:\Community Development Work Folder\Commission staff reports\2016\9-13\Bryan Road Warehouses (Lally) note amendment.docx



Sanchez Law

Albert A. Sanchez, Jr.
Attorney at Law

VIA OVERNIGHT MAIL AND EMAIL

City Of Dania Beach
Planning and Zoning Board
Attention: Ms. Corinne Lajoie-Manager
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, Fl. 33004

Re: RZ-71-16: Applicant, Dania Beach Marina Corp.

Dear Ms. Lajoie:

This firm represents Mr. Pierre Forcier, owner of Unit B205 Dania Beach Boat Club Condominium. Mr. Forcier received the Notice of Public Hearing for the above-referenced Dania Beach Marina Corp. ("Dania Corp") rezone petition and inquires how the Petition can proceed given the following public information:

1. The current status of that certain circuit court case styled Anchor Investments, Inc. vs. Dania Beach Marina Corp., et al, Case Number CACE 15022399. In this case the plaintiff is seeking a foreclosure judgment and ownership and possession of all of the real property owned by Dania Corp.
2. The Notice of Interest in Property dated November 3, 2016 and recorded in the public records of Broward County, Instrument #113325839 which states that Mr. Lally IS NOT the majority owner of Dania Corp; Messrs. Morgenson and Mercer own 66 2/3% of Dania Corp. and Mr. Morgerman is the President of Dania Corp.
3. The Notice of Intent to Contest and File a Petition for Arbitration, a copy of which is attached hereto, wherein Mr. Forcier gives notice of his intent to contest the Plan of Termination of the Dania Beach Boat Club, for the reasons cited in the enclosed Notice of Intent, which include the assertion that Mr. Lally is currently NOT the undisputed majority owned of Dania Corp. and therefore lacks authority to commit Dania Corp. and the Dania Beach Boat Club to any actions requiring a majority vote of Dania Corp.

Very Truly Yours,


Albert A. Sanchez, Esq.

Construction Law Project Development Business Law



Sanchez Law

Albert A. Sanchez, Jr.
Attorney at Law

July 7, 2016

VIA CERTIFIED MAIL

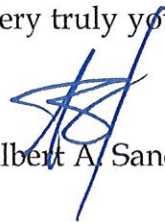
Michael Lally
90 North Bryan Road
Dania Beach, FL 33004

Re: Dania Beach Boat Club Plan of Termination

Dear Mr. Lally:

Please find enclosed a notice, pursuant to F.S. § 718.117(16) from Mr. Pierre Forcier of his intent to contest the plan of termination of Dania Beach Boat Club.

Very truly yours,


Albert A. Sanchez, Esq.

AAS/ces
Enclosure

Construction Law Project Development Business Law

NOTICE OF INTENT TO CONTEST AND FILE A PETITION FOR ARBITRATION
PURSUANT TO F.S. §718.117

To: Dania Beach Marina Corp. ("Respondent")
Attention: Mr. Michael Lally

From: Pierre Forcier ("Petitioner")

Date: July 6, 2016

Pursuant to F.S. §718.1255 (4) (b) , advance written notice is hereby given and served on you that Petitioner, owner of Unit B 205 intends to contest the plan of termination for the Dania Beach Boat Club, recorded in the public records of Broward County, on May 17, 2016, Instrument # 113699628 ("the Plan"). Pursuant to F.S. §718.117 (16) a petition for non-binding arbitration will be filed to contest the plan in the absence of a resolution to this dispute.

I. The specific nature of the dispute is as follows:

A. Pursuant to F.S. §718.117 (3)(d) , "if the members of the board of administration are elected by the bulk-owner, unit owners other than the bulk-owner may elect at least one-third of the members of the board of administration before the approval of any plan of termination".

Although Petitioner was not notified of any meetings whatsoever, it is the belief of Petitioner that no unit owners were notified of or granted the opportunity to elect members of the board of administration.

B. Pursuant to F.S. §718.117(9) a copy of the proposed plan of termination shall be given to all unit owners in the same manner as for notice of an annual meeting, at least 14 days prior to the meeting at which the plan of termination is to be voted upon or prior to or simultaneously with the distribution of the solicitation seeking execution of the plan of termination or written consent to or joinder in the plan.

Petitioner did not receive a copy of the plan of termination, in any fashion, as required by F.S. §718.117(9). Pursuant to a copy of an email sent by Renee Marie Smith, Esq. to Mr. Mike Lally which is described as "Dania Beach Boat Club Meeting Minutes from 3.4.16" ("Minutes"), no unit owners other than Mr. Mike Lally, on behalf of the Respondent, were in attendance at the meeting for which the "Minutes" were taken. It is the belief of Petitioner that no unit owners, other than Respondent, received a copy of the plan of termination in violation of F.S. §718.117(9).

C. F.S. §718.117(10) (d) provides that "If pursuant to the plan of termination condominium property or real property owned by the association is to be sold following termination, the plan must provide for the sale".

The Plan does not provide for the sale.

Pursuant to paragraph 3 of the Plan, the termination trustee is Respondent. Pursuant to paragraph 4 of the Plan the termination trustee, Respondent, may sell the Property "on any terms that it believes is in the best interest of the owners (former Unit Owners) to any person including to Dania Beach Marina Corp", i.e. the Respondent. As such, the Respondent as majority owner, termination trustee and purchaser will conduct a sale to itself which will be "in the best interests of the unit owners".

D. Pursuant to F.S. §718.117(13) the association shall serve as the trustee unless another person is appointed in the plan of termination. Although unclear, it appears that the termination trustee was appointed by Mr. Lally without a notice to or meeting with other unit owners. The trustee appointed by Respondent is the Respondent.

E. The Minutes state "Majority owner Dania Beach Marina Corp. voted to terminate association as unable to sell more than 14 units and property taxes too high". Pursuant to the circuit court case styled Anchor Investments, Inc. vs. Dania Beach Marina Corp., et al, Case Number CACE 15022399, ("the Case") the condominium property is the subject of a foreclosure action. Further pursuant to the Case, that certain Shareholder Agreement between Michael Lally, Richard M. Morgerman and Leonard J. Mercer and that certain Notice of Interest in Property dated November 3, 2016 and recorded in the public records of Broward County, Instrument #113325839, Mr. Lally is not the majority owner of Respondent. In fact it is asserted by Messrs. Morgerman and Mercer that the ownership interest in Respondent is one-third Lally, one-third Morgerman and one-third Mercer. Messrs. Morgerman and Mercer further assert that Mr. Morgerman is the president of Respondent.

If the allegations contained in the Case and exhibits are correct Mr. Lally misrepresented his ownership interests, voting control and legal authority to vote on behalf of Respondent in any meeting appertaining to the association and the condominium property. As such all actions taken by Mr. Lally in the name of Respondent, including the recording of the plan of termination, were unauthorized, invalid and void.

F. One of the Exhibits in the Case is an Exclusive Listing Agreement entered into by Respondent for the period of August 2014 through August 2015. This Listing Agreement values "180 dockominiums" at \$7,200,000. Although no plan of sale has been delivered to Petitioner, it is the belief of Petitioner that Respondent, as majority owner, termination trustee and purchaser, seeks to value the condominium property at a far lower value than what Respondent sought to receive one year ago for the dockominiums owned by

Respondent; and what an independent termination trustee would conclude is the value of the condominium property.

II. The Petitioner demands as its relief, that Respondent vacate the recorded plan of termination because:

A. The Case involves a foreclosure action which may result in the public sale of the condominium property including the real property owned by the association.

B. Michael Lally does not possess undisputed ownership of a majority of the shares of Respondent and thus is not authorized to take actions on behalf of Respondent, as he has, to complete a plan of termination.

C. Respondent did not comply with the requirements set forth in F.S. §718.117 for notice to unit owners, appointment of association board members, appointment of a termination trustee, delivery of a copy of the plan of termination and proper valuation of the condominium property. In fact, Respondents actions constitute blatant self-dealing and are not "in the best interests" of all unit owners.

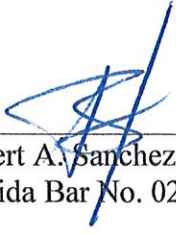
III. Petitioner intends to file an arbitration petition or other legal action in the absence of a resolution of the dispute.

CERTIFICATE OF SERVICE

I HERE BY CERTIFY that a true and correct copy of the foregoing was furnished by certified mail to the following parties: MICHAEL LALLY, 90 North Bryan Road, Dania Beach, Florida 33004; RICHARD MORGERMAN, 8211 West Broward Boulevard, Suite 200, Plantation, Florida 33324; LEONARD MERCER, 99 S.E. Mizner Boulevard, Apartment 329, Boca Raton, FL 33432; AILEEN FRANKLIN, ESQ., FRANKLIN LAW GROUP, P.A., 8181 N.W. 154th Street, Suite 120, Miami Lakes, Florida 33016; and RENEE M. SMITH, ESQ., 17171 West Dixie Highway, Suite 110, Aventura, Florida 33160.

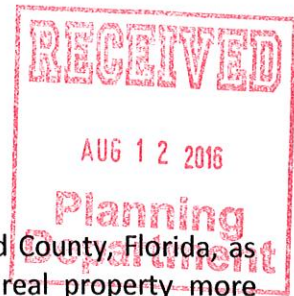
Respectfully submitted,

By: _____


Albert A. Sanchez, Jr.
Florida Bar No. 0267953

SANCHEZ LAW, PLLC
2055 Wood Street, Suite 206
Sarasota, Florida 34237
(941) 366-0001 Phone
(941) 366-0025 Fax
aasanchezlaw@gmail.com

**OPINION OF TITLE
TO THE CITY OF DANIA BEACH**



This Opinion of Title is furnished to the City of Dania Beach, Broward County, Florida, as inducement for the acceptance of a request for re-zoning covering the real property more particularly described herein.

I hereby certify that I have made a comprehensive search of the Public Records of Broward County, Florida* covering the period from the beginning to August 1, 2016 6:00am, inclusive, of the following described property:

See **Exhibit A** attached hereto and by this reference made a part hereof ("**Property**") **

* Alternate bases of title, such as abstract, title commitment, or ownership and encumbrance search, are acceptable.

** Legal description must match the description in the application or other submission to the City.

It is my opinion that on the last mentioned date, fee simple title to the Property was vested in:

Dania Beach Marina Corp., a Florida Corporation

by virtue of the following instruments of record (list vesting deeds):

Special Warranty Deed CFN# 110800361 OR BK 48807, PG 178 Recorded 6.6.2012

Note: If any property owner is a partnership or trust, please include the names of all partners or trustees who are required to execute documents.

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES (if none, state none):

Revere High Yield Fund, L.P., a Delaware limited partnership, dated 08/06/14 filed 08/07/14 in Official Records Book 50997 Page 1440 along with UCC/Financing Statement recorded in Official Records Book 50997, Page 1500, in the original principal sum of \$2,100,000.00; of the Public Records of Broward County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS (if none, state none):

Claim of Lien in favor of City of Dania Beach recorded 10/23/13, in Official Record Book 50278, Page 865, of the Public Records of Broward County, Florida.

Lis Pendens filed under Case No. 15-22399, Broward County, Florida, as disclosed by Notice of Lis Pendens filed 1/11/16, as recorded under Instrument No. 113448953 of the Public Records of Broward County, Florida.

Notice of Interest recorded 11/3/15 under Instrument No. 113325839, of the Public Records of Broward County, Florida.

3. EASEMENTS AND RIGHTS OF WAY (if none, state none):

Terms, provisions, restrictive covenants, conditions, reservations and easements contained in Declaration of Condominium recorded in Official Records Book 40327 Page 905, as amended of the Public Records of Broward County, Florida.

Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 37973, Page 1050, of the Public Records of Broward County, Florida.

Right of Way Deed as recorded in Official Records Book 5499, Page 397 Public Records of Broward County, Florida.

Right of Way Deed as recorded in Official Records Book 3559, Page 291 Public Records of Broward County, Florida.

Right of Way Deed as recorded in Official Records Book 2161, Page 802, and Official Records Book 2161, Page 804, Public Records of Broward County, Florida.

4. GENERAL EXCEPTIONS:

- 4.1 Taxes for 2014 and subsequent years, and taxes or special assessments which are not shown as existing liens by the Public Records.
- 4.2 Rights or claims of parties in possession not shown by the Public Records.
- 4.3 Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the Property.
- 4.4 Easements or claims of easements not shown by the Public Records.
- 4.5 Any lien or right to a lien for labor, equipment, material, or supplies heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 4.6 Any adverse claim to all or any part of the Property which is now under water or which has previously been under water but filled or exposed through the efforts of man.

All recording references are to the Public Records of Broward County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT
SCHEDULE A

Effective date: **August 1, 2016 at 6:00 A.M.**

FILE NO: 15-525082A

Agent's File No: 2015-169

1. POLICIES TO BE ISSUED: Amount

(a) ALTA OWNER'S POLICY - (06/06) with Florida Modifications

Proposed Insured:

(b) ALTA LOAN POLICY (06/06) with Florida Modifications

Proposed Insured:
2. The estate or interest in the land described or referred to in this Commitment and covered herein is:
FEE SIMPLE
3. Title to said estate or interest in said land is at the effective date hereof vested in:

Dania Beach Marina Corp., a Florida Corporation
4. The land referred to in this Commitment is described as follows:

All of Parcel A, BRYAN ROAD WAREHOUSES, according to the plat thereof, as recorded in Plat Book 170, Page 112 of the Public Records of Broward County, Florida; Together with a 40 foot strip of land lying adjacent to and contiguous with the easterly boundary of said Parcel A.

Renee M. Smith Esquire. PA.
Issuing Agent

17071 West Dixie Hwy Suite 110
Mailing Address

34596
Agent No.

Aventura
City

Agent's Signature

Florida,
State

33160
Zip Code

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FILE NO: 15-525082A

Agent's File No: 2015-169

SCHEDULE B – SECTION I
Requirements

I. The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be approved, executed, and filed for record.
3. Release of Mortgage in favor of Revere High Yield Fund, L.P., a Delaware limited partnership, dated 08/06/14 filed 08/07/14 in Official Records Book 50997 Page 1440 along with UCC/Financing Statement recorded in Official Records Book 50997, Page 1500, in the original principal sum of \$2,100,000.00; of the Public Records of Broward County, Florida.
4. Partial-Release of Claim of Lien in favor of City of Dania Beach recorded 10/23/13, in Official Record Book 50278, Page 865, of the Public Records of Broward County, Florida.
5. Dismissal with prejudice of litigation and discharge of Lis Pendens filed under Case No. 15-22399, Broward County, Florida, as disclosed by Notice of Lis Pendens filed 1/11/16, as recorded under Instrument No. 113448953 of the Public Records of Broward County, Florida.
6. Release of Notice of Interest recorded 11/3/15 under Instrument No. 113325839, of the Public Records of Broward County, Florida.
7. Proof of payment of any municipal liens and/or assessments for the City of Dania Beach.
8. Proof of payment of taxes, DELINQUENT TAXES and assessments for the year 2014 and prior years, for all units.
9. Satisfactory evidence must be furnished from the secretary or other duly qualified office of the condominium Association showing that all assessments and fees, including special assessments or payments due, and others such as master associations, are paid in full through the date of closing.
10. Proof of payment of all waste fees.
11. Proof of payment of all water and sewer bills.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defect, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2.
 - a. The lien of all taxes or special assessments for the year 2015 and thereafter, which are not yet due and payable.
 - b. Rights of claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements, or claim of easements, not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception:
Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filed and artificially exposed lands, and lands accreted to such lands.

END OF SCHEDULE B – SECTION I

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FILE NO: 15-525082A

Agent's File No: 2015-169

SCHEDULE B – SECTION II

Exceptions

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Facts that would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims or parties in possession.
4. Construction, Mechanic's Contractors' or Materialmen's liens and lien claims, if any where no notice thereof appears of record.
5. Easements, or claims of easements, not shown by the public records.
6. General or special taxes and/or assessments required to be paid in the year 2015 and subsequent years.
7. Restrictions and easements (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), contained in Plat Book 170, at page 112, of the Public Records of Broward County, Florida.
8. Terms, provisions, restrictive covenants, conditions, reservations and easements contained in Declaration of Condominium recorded in Official Records Book 40327 Page 905, as amended of the Public Records of Broward County, Florida.
9. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 37973, Page 1050, of the Public Records of Broward County, Florida.
10. Right of Way Deed as recorded in Official Records Book 5499, Page 397 Public Records of Broward County, Florida.
11. Right of Way Deed as recorded in Official Records Book 3559, Page 291 Public Records of Broward County, Florida.
12. Right of Way Deed as recorded in Official Records Book 2161, Page 802, and Official Records Book 2161, Page 804, Public Records of Broward County, Florida.
13. Riparian and/or littoral rights are neither guaranteed nor insured.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

14. "Any loss or damages caused by a lien for assessments pursuant to Section 718.116(5) (a), Florida Statutes, or for unpaid assessments pursuant to Section (a) Florida Statutes not, withstanding assurances to the contrary in any attached ALTA 4 Condominium Endorsement or Florida Endorsement Form 9." (AS TO MORTGAGEE POLICY ONLY)

NOTE: Agent must compare this tax information with any current year tax bill that may be presented at, or prior to, closing. Agent must also search for county and municipal tax liens not recorded in the Public Records or the County Tax Collector's Office.

SEARCH COMMENCING WITH THE EFFECTIVE DATE HEREOF WILL BE PERFORMED PRIOR TO CLOSING THIS TRANSACTION. IF THIS SEARCH REVEALS AN OBJECTION OR TITLE DEFECT, AN ENDORSEMENT WILL BE ISSUED REQUIRING THAT SAID OBJECTION OR DEFECT BE CLEARED BEFORE CLOSING. NUMBER 1, SCHEDULE BII WILL BE DELETED AT CLOSING.

STANDARD A.L.T.A 8.1 ENDORSEMENT WILL BE ATTACHED TO AND MADE A PART OF THE FINAL MORTGAGEE POLICY WITHOUT DELETIONS.

STANDARD FLORIDA FORM 9 ENDORSEMENT WILL BE ATTACHED TO AND MADE PART OF THE FINAL MORTGAGEE POLICY WITHOUT DELETIONS.

STANDARD A.L.T.A. 4.1 ENDORSEMENT WILL BE ATTACHED TO AND MADE A PART OF THE FINAL MORTGAGEE POLICY WITHOUT DELETION.

END OF SCHEDULE B – SECTION II

Renee M. Smith, Esq. PA.

LEGAL OPINION ON TITLE

July 10, 2016

City of Dania Beach
Mr. Marc LaFerrier, AICP
W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Re- Zoning Application for 90 N Bryan Road, Dania Beach FL

Dear City of Dania Beach;

Dania Beach Marina Corp is requesting a rezoning of its current use, IROM with a marina dry stack uses permitted under the current City of Dania Beach code. In order for Dania Beach Marina Corp, DBA Dania Beach Offshore to operate as a full service marina, which would include a Tiki Bar and Grille, that is not clearly allowed under IROM uses, it is necessary for our client to request the rezoning to C3/C4 which is covered under Article 110 within Ordinance #2016-013: Use Regulations for Commercial and Mixed-Use Districts.

In support of that request, I have reviewed the Public Records of Broward County, survey, title, corporate charters and confirm the following:

1. Duly recorded on May 17, 2016 was a Plan of Termination of Dania Beach Boat Club, a Condominium transferring multi folio ownership into one folio ownership managed by Trustee, Dania Beach Marina Corp., a Florida corporation.
2. The above said termination plan was prepared by the undersigned and properly recorded to terminate the condominium.
3. The rezoning request is consistent with both the Dania Beach Boat Club, recorded declaration of condominium; Dania Beach Marina Corp, incorporation documents; and the duly performed survey showing the necessary setbacks as insured by a current title policy.

It is my legal opinion that Dania Beach Marina Corp has full power and authority to seek this rezoning and the rezoning is permitted by all recorded documents, title evidence and the corporate charters of effected interests.

Your cooperation is appreciated in the approval of the rezoning application.

If you have any questions, please contact my office.

Sincerely,

Renee M. Smith

Renee M Smith, Esq.

FILE COPY

Application to Amend or Revise Level of Approved Development

INSTRUCTIONS

This form is used to apply for amendments or revisions to the current level of development previously approved. For your application to be officially accepted for processing and scheduled for a County Commission meeting, you must complete this application in full. The owner/agent certification (on the reverse side of this form) must be signed and notarized with the appropriate required documentation attached. Please type this application or print legibly in **black ink**.

PROJECT INFORMATION

Plat Name Bryan Road Warehouses

Plat Number 101412922 Plat Book - Page 170/112 (If recorded)

Owner/Applicant Dania Beach Marina Corp Phone 954-920-5595

Address 90 N Bryan Road City Dania Beach State FL Zip Code 33004

Owner's E-mail Address flylally@aol.com Fax # 954-920-5585

Agent Mike Lally Phone 678-344-6032

Contact Person Mike Lally

Address 90 N Bryan Road City Dania Beach State FL Zip Code 33004

Agent's E-mail Address flylally@aol.com Fax # 305-574-0397

PROPOSED CHANGES

Use this space below to provide the following information and clearly describe the proposed changes you are requesting. Be sure to include the current level of development. (Attach additional sheet if necessary.)

Current note for entire plat The plat is restricted to industrial use on Parcel "A" Free standing office and/or commercial retail uses are not permitted without approval of the Board of County Commissioners who shall review and

Proposed note for entire plat This plat is restricted to a marina which includes 210 boat slips (12 existing wet, 180 existing dry, and 6 proposed dry); 2500 sq ft of annicillary commercial use; and 1000 sq. ft of restuarant use (144 sq ft existing, 856 sq. ft.)

PLEASE ANSWER THE FOLLOWING QUESTIONS

Has flexibility been allocated or is flexibility proposed to be allocated under the County Land Use Plan?
☐ Yes ☐ No ☒ Don't Know
If YES, consult Policy 13.01.10 of the Land Use Plan. A compatibility determination may be required.

Is any portion of this plat currently the subject of a Land Use Plan Amendment (LUPA)? ☐ Yes ☒ No
If YES, provide LUPA number: _____

Does the note represent a change in TRIPS? ☐ Increase ☐ Decrease ☒ No Change
Does the note represent a major change in Land Use? ☐ Yes ☒ No

Will project be served by an approved potable water plant? If YES, state name and address. ☒ Yes ☐ No

Will project be served by an approved sewage treatment plant? If YES, state name and address ☒ Yes ☐ No

Are on-site wells for potable water currently in use or proposed? ☐ Yes ☒ No
If YES, see page 2 of this form for additional required documentation.

Are septic tanks current in use or proposed? ☐ Yes ☒ No
If YES, see page 2 of this form for additional required documentation.

Estimate or state the total number of on-site parking spaces to be provided SPACES 75

Number of seats for any proposed restaurant or public assembly facility, including places of worship SEATS 25

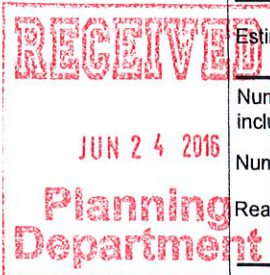
Number of students for a daycare center or school STUDENTS NA

Reasons for this request (Attach additional sheet if necessary.) Both properties on either side are full service marinas

FOR APPLICATIONS PROPOSING INDUSTRIAL USE(S) - SUPPLEMENTAL REQUIREMENT

Proposed industrial plat notes which abut residential land use categories or are separated from a residential land use plan category by rights-of-way, easements, canals or lakes with a width of 100 feet or less must submit written documentation from the municipality stating how the City will address compatibility between the proposed industrial use(s) and the residential land use plan category. Industrial uses include manufacturing, assembly, processing, indoor and outside storage, warehouse, distribution, excavation and landfills. Residential land use plan categories include all residentially named categories *plus* Agricultural, Rural Ranches, Rural Estates, TOC, TOD, RAC and LAC. Please consult with Planning and Development Management staff if you have any questions.

Please see reverse side for Required Documentation and Owner/Agent Certification



REQUIRED DOCUMENTATION: Submit one (1) original of each document and electronic copy of each item listed below. Each document listed below must also be submitted electronically as a separate pdf on a CD, flash drive, etc.

- **Recorded or approved plat.**
- **Letter of approval from the applicable municipality**, dated within six (6) months of this application, specifically stating the precise note language. If the property is located within a Development of Regional Impact (DRI), the letter shall also indicate if the proposed note is consistent with the approved DRI Development Order.
- **Current letter is required from the appropriate utility service area** stating the location of the closest approved potable water line and/or sanitary sewer line and the exact distance to the property *if on-site wells for potable water and/or septic tanks that are currently in use or proposed.*
- **Signed and sealed sketch and legal description** for any new parcel or tract created by the application.
- **A check for the application fees** made payable to: Broward County Board of County Commissioners. Please consult the Development Permit Application Fee Schedule.

School Concurrency Submission Requirements

- **RESIDENTIAL APPLICATIONS ONLY:** Provide a receipt from the School Board documenting that a Public School Impact Application (PSIA) and fee have been accepted by the School Board.

REQUIRED DOCUMENTATION FOR EXISTING BUILDINGS

Are there any existing structures on the plat and/or parcel that is currently being amended? Yes or No? If "Yes," you are required to submit documentation providing evidence of the use, size (gross sq. ft.), unit type, and bedroom number as well as complete the table below. Please be advised that gross non-residential square footage includes permanent canopies and overhangs for gas stations, drive thru facilities, and overhangs designed for outdoor tables at a restaurant. A building is defined by the definition in the Land Development Code.

LAND USE	Gross Building sq. ft.* or Dwelling Units	Date Last Occupied	EXISTING STRUCTURE(S)		
			Remain the same?	Change Use?	Has been or will be demolished?
Full Service Marina	35,000 sq ft	Jan 25 2016	Yes	Yes	No

The following are examples of documentation that may be used to confirm the existence of buildings on the plat and/or parcel:

- An "as built" survey prepared within six (6) months of this application showing the existing buildings.
- A copy of the latest approved site plan showing the existing buildings along with evidence from the municipality documenting that site plan is the latest approved site plan.
- If the existing structures are residential, evidence will be required of the bedroom mix and unit type. A letter from the city and or copies of permit records may be acceptable forms of evidence.
- Other evidence may be accepted if it clearly documents the use and gross square footage of the existing buildings.

OWNER/AGENT CERTIFICATION

State of Florida

County of Broward

This is to certify that I am the owner/agent of the property described in this application and that all information supplied herein are true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to the described property at reasonable times by County personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent _____

Sworn and subscribed to before me this _____ day of January, 2016

by Michael M Lally ☒ He/she is personally known to me or

☐ Has presented _____ as identification.

Signature of Notary Public _____

Type or Print Name _____

FOR PLANNING AND DEVELOPMENT MANAGEMENT DIVISION USE ONLY

Time _____	Application Date _____	Acceptance Date _____
Comments Due _____	C.C. Mtg. Date _____	Fee \$ _____
☐ Plats	☐ Survey	☐ Site Plan
☐ City Letter	☐ Agreements	
Other Attachments(Describe) _____		
Title of Request _____		
Distribute to: ☐ Full Review ☐ Planning Council ☐ School Board ☐ Land Use & Permitting		
☐ Health Department (on septic tanks and/or wells) ☐ Zoning Code Services (unincorporated area only)		
☐ Planning & Redevelopment (unincorporated area only) ☐ Other _____		
Adjacent City _____ Received by _____		



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

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

Date Rec'd: _____

Petition No.: DR-01-10

☒ Other: DELEGATION REQUEST (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. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 90 N BRYAN ROAD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: BRYAN ROAD WAREHOUSES PLAT #101412922

Folio Number(s): 504233AB0020 Legal Description: PLAT BOOK - PAGE 170/112

Applicant/Consultant/Legal Representative (circle one) DANIA BEACH MARINA CORP

Address of Applicant: 90 N. BRYAN ROAD, DANIA BEACH, FL 33004

Business Telephone: 954/920/5595 ^{CELL} Home: 786-344-6032 Fax: 954/920/5585

E-mail address: FLYLALLYC AOL.COM

Name of Property Owner: DANIA BEACH MARINA CORP.

Address of Property Owner: 90 N BRYAN ROAD DANIA BEACH, FL 33004

Business Telephone: 954-920-5595 ^{CELL} Home: 786-344-6032 Fax: 954-920-5585

Explanation of Request: DELEGATION REQUEST

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 2.36 Gross Acreage: 2.90 Prop. Square Footage: 126,324 sq ft

Existing Use: DRY STACK MARINA Proposed Use: FULL SERVICE DRY STACK MARINA WITH SALES, SERVICE, FUEL AND RESTAURANT/TIKI BAR OPERATIONS

Is property owned individually, by a corporation, association, or a joint venture? FLORIDA CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (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*)

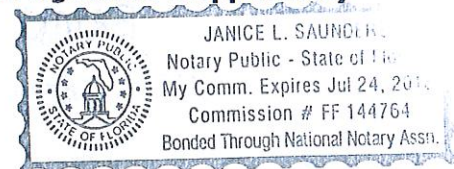
BEFORE ME THIS 23rd DAY OF June, 2016

By:

Janice Saunders
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Janice Saunders
(Signature of Notary Public – State of Florida)



Personally known _____ or Produced Identification ✓

Type of identification produced: _____ or Drivers License ✓

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

RESOLUTION NO. 2016-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A PLAT NOTE AMENDMENT TO THE BRYAN ROAD WAREHOUSES PLAT (DR-61-16) SUBMITTED BY DANIA BEACH MARINA CORP., ON BEHALF OF THE PROPERTY OWNER FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the boundary plat known as the “Bryan Road Warehouses” Plat was approved by the Broward County Planning Council in 2001; and

WHEREAS, pursuant to Chapter 28, “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 640, “Plats”, of the City Code of Ordinances (the “City Code”), Michael M Lally, representing the property owner Dania Beach Marina Corp., (the “Applicant”) has applied to the City of Dania Beach, Florida (the “City”), for approval of a Plat Note Amendment attached as Exhibit “B,” for property legally described in Exhibit “A” (Application DR-61-16); and

WHEREAS, the Applicant is requesting to amend the Plat Note, as follows:

FROM:

This plat is restricted to 45,000 square feet of industrial use on Parcel “A”. Any additional uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impact fees.

TO:

Parcel “A” is restricted to a marina which includes 222 boat slips (12 existing wet slips); 2,500 square feet ancillary commercial use; and 1,600 square feet of restaurant use (844 square feet existing and 756 square feet additional proposed).

WHEREAS, Broward County requires that the City concur with the proposed Plat Note Amendment prior to a review by the Broward County Commission; and

WHEREAS, the City Commission finds that the approval of the proposed Plat Note Amendment complies with the City Code and will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

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

Section 2. That the BRYAN ROAD WAREHOUSES Plat Note Amendment (DR-61-16) to allow for a marina with ancillary commercial uses and a restaurant use as provided in the attached Exhibit “B,” a copy of which is made a part of and incorporated into this Resolution by this reference, is accepted and approved.

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

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

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT A

LEGAL DISCRIPTION

PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT BOOK 170, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A 40 FOOT STRIP OF LAND LYING ADJACENT TO AND CONTIGUOUS WITH THE EASTERLY BOUNDARY OF SAID PARCEL "A".

ALSO DESCRIBED AS:

THE WEST HALF (WEST 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST (SE 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, SAID LANDS SITUATED, LYING AND BEING IN BROWARD COUNTY; LESS THOSE PORTIONS CONVEYED BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 2161, PAGE 802; OFFICIAL RECORDS BOOK 3559, PAGE 291 AND OFFICIAL RECORDS BOOK 5499, PAGE 397, ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SUBJECT TO EXISTING EASEMENTS, RIGHTS OF WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORDS, IF ANY. SAAID LANDS BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2.36 ACRES MORE OR LESS.

EXHIBIT B

FROM:

This plat is restricted to 45,000 square feet of industrial use on Parcel "A." Free standing office and/or commercial/retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increase impacts.

TO:

Parcel "A" is restricted to a marina which includes 222 boat slips (12 existing wet slips); 2,500 square feet ancillary commercial use; and 1,600 square feet of restaurant use (844 square feet existing and 756 square feet additional proposed).

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE SITE PLAN (SP-60-00MOD) AND APPROVING A SPECIAL EXCEPTION (SE-72-16) SUBMITTED BY MICHAEL LALLY, ON BEHALF OF THE PROPERTY OWNER DANIA BEACH MARINA CORPORATION, FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application and Backup, Plans, Resolution



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G. A., Planning and Zoning Manager *CLajoie*

SUBJECT: **SE-72-16/SP-60-00MOD:** The applicant, Dania Beach Marina Corp., is requesting a Special Exception and Site Plan modification for the property located at 90 N. Bryan Road.

SPECIAL EXCEPTION

To allow a restaurant and bar.

SITE PLAN MODIFICATION

To allow for the construction of a new tiki hut with a bar and grill.

PROPERTY INFORMATION

EXISTING ZONING:	Industrial, Research, Office, Marine (IROM)
PROPOSED ZONING	General Business District (C-3)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The subject property is located on the east side of Bryan Road. The property is the current location of a drystack boat storage structure. The applicant is requesting to allow a tiki hut with a bar and grill, to remain on the property, as both were constructed without permits. The applicant is in the process of obtaining all necessary permits and licensing required to make the new uses legal. The property currently operates as a dry stack boat storage facility.

SPECIAL EXCEPTION

The City's Land Development Code (LDC) allows restaurants and bars as a Special Exception use in the C-3 zoning district. The applicant has provided photographs that show the vacant property on the east side of the C-10 Canal which has overgrowth of vegetation, which serves a buffer from the subject property.

Section 630-50 of the Land Development Code states, the City Commission or Planning and Zoning Board, if applicable, shall review the application to determine whether the Special Exception use complies with the following criteria standards:

- (1) "That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code."

(2) "That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located."

(3) "That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning."

(4) "That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities."

(5) "That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets."

(6) "That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community."

(7) "That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community."

(8) "That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance."

(9) "That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan."

(10) "That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character."

(11) "That the use will not overburden existing public services and facilities."

The applicant provided a justification statement identifying how their request is consistent with the Special Exception criteria.

SITE PLAN MODIFICATION

The applicant is proposing to construct new tiki hut with a bar and grill. To the north is NW 1 Street and Dusky Marine, to the south is Dania Beach Boulevard Right-of-Way and Nautical Ventures, to the east is the C-10 Canal and Byrd Pointe neighborhood, and to the west is Bryan Road and the Dania Pointe project.

The applicant has added a bathroom with access from the exterior of the building and an bar open to the east, facing the C-10 Canal.

Development Review Committee (DRC)

The site plan was reviewed by the DRC which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The outstanding DRC comments are listed as conditions of approval in the resolution.

1. There are multiple existing trees in the vicinity of the proposed bathroom. Please show all existing trees in the vicinity of the proposed bathroom, depict symbols in a legend, and provide a table listing the information per Sec 275-80(C) (LANDSCAPING).
2. It appears that one tree is proposed to be relocated in associating with the new proposed bathroom. Please clearly indicate/label all proposed tree removals/relocations on the plans (LANDSCAPING).
3. Please provide the square footage of the proposed new bathroom (LANDSCAPING).
4. Please note that a Tree Removal/relocation Permit Application will be required for any trees to be removed/relocated on site (LANDSCAPING).
5. Please provide a PDF plan set to Daniel Parobok at daniel.parobok@metriceng.com (LANDSCAPING).
6. Fire Hydrant Flow Test (BSO FIRE).
7. Traffic statement should come from a Florida Registered professional engineer based on latest ITE traffic generation rates (ENGINEERING).
8. Since an additional impervious pavement is being proposed, please provide an updated stormwater management calculations based on SFWMD Permit Volume IV for the entire site. Not Addressed (ENGINEERING).
9. Please provide location and dimension of a grease interceptor system prior to discharge into the City's sewer system. Not Addressed (ENGINEERING).
10. Provide a new tabulation of water consumption for the entire site. Existing packaged sewer system may not suffice to handle existing and additional volume (ENGINEERING).
11. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection of water demand, and sewage and solid waste generation in tabular format (ENGINEERING).
12. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (ENGINEERING).

13. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid. Per Section 635-50 must provide the following items:

(S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination; 2nd time requested.

(Y)(1) Total gross and net acreage; (2nd time requested)

(3) Total existing and proposed square footage of building and breakdowns by floor, use type, bay and tenant space, and dwelling units, including required and provided minimum floor areas;

(4) Area devoted to vehicular use areas (roadways, aisles, parking);

(6) Lot coverage by roofed structures;

(7) Pervious and impervious surface area, also expressed as a percentage of the site area;

(8) Number of required and provided parking spaces including handicapped accessible, and any space devoted to attendant parking, if provided;

(9) Minimum lot area, width and depth required and provided;

(10) Minimum yard setbacks or specific build-to lines required and provided;

(11) Maximum and minimum (if applicable) required and proposed building height;

(12) Minimum floor area required;

14. PLATTING: Must provide copy of recorded modified plat prior to issuance of a building permit (PLANNING).

15. PARKING:

- Per Section 635-50(Y)(8) identify the number of required and provided parking on site plan. 2nd time requested (PLANNING).
- Per Section 265-50(21) "Boat or marine vehicle storage" requires 1 parking space per 10 marine storage spaces. Identify number of marine storage spaces on site plan so staff can confirm compliance. 2nd time requested (PLANNING).
- Per Section 265-50(52) "Restaurants, full service; night clubs; bars; and other eating places" required 1 parking space per 40 square feet of Customer Service Area including open-air seating. Identify square footage of Customer Service Area on site plan so staff can confirm compliance. 2nd time requested (PLANNING).

16. USE: Per Section 110-20 "Restaurants and bars" are a Special Exception use in C-3 zoning. The applicant has submitted an application for a Special Exception which will be processed concurrently for City Commission public hearing (PLANNING).

17. Provide minimum bicycle parking requirements identified in Section 265-51. Identify calculation and location on site plan. 2nd time requested (PLANNING).

18. RAC TRAFFIC IMPACT MITIGATION: Provide an analysis, signed and sealed by a certified engineer, identifying the amount of RAC mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of \$21.26 per p.m. peak hour trip. 2nd time requested (PLANNING).

19. Must provide latest revised set of plans on disk prior to going to public hearing (PLANNING).

20. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations located within 300 feet of the development site, to advise of this property. Please provide acknowledgement and/or documentation of any public outreach (PLANNING).
21. Sheet SP-1, NW Corner identify edge of pavement (PLANNING).
22. Per Section 290-50(F)"All receptacles and bulk containers which temporarily store garbage, liquid waste, food from food handling operations including, but not limited to, bakeries, meat processing plans, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and clean water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code." Provide detail on plans (PLANNING).
23. Per Section 290-50(B) dumpster must provide a maze-style pedestrian access. Revise site plan accordingly (PLANNING).
24. Per Section 290-80 the perimeter of all dumpster enclosure shall be landscaped pursuant to Section 275-170. Revise site plan accordingly (PLANNING).
25. On Sheet SP-1 changed proposed zoning to C-3 in Site Data table (PLANNING).
26. Provide not on plan indicating no amplified sound will be used, as residential homes are located to the east of this site (PLANNING).
27. Revise site plan to identify the parking spaces meet the LDC minimum of 8' X 18".

RECOMMENDATION

SPECIAL EXCEPTION

The Special Exception request meets the criteria identified in the Land Development Code (LDC). Approve the resolution to grant the Special Exception for the bar and grill.

SITE PLAN

The Site Plan request, with the conditions of approval, meets the requirements of the LDC, provided the Special Exception is also granted. Approve the resolution to grant the site plan with the DRC comments as conditions to the approval.



*CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER*

To: flylally@gmail.com

From: mwray@daniabeachfl.gov

Date: 08/25/2016

Re: Bryan Road Warehouse

PZ#: SP-60-00MOD- 2nd Review

Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting held on Thursday, August 25th will be at 10:00 A.M.

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Anne-Christine Carrie at 954-924-6805 X3654.

Thank you.

*cc: Daniel Parobok, Arborist, Daniel.parobok@metriceng.com
Sean Brown, Fire Chief, kennethsean_brown@sheriff.org
Ronnie Navarro, Engineer, rnavarro@daniabeachfl.gov
Corinne Lajoie, Planning Supervisor, cchurch@daniabeachfl.gov
Anne-Christine Carrie, Planning Associate, acarrie@daniabeachfl.gov*



AGENDA
COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW MEETING
THURSDAY, AUGUST 25, 2016

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 PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE NO. 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

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 ext.3624, AT LEAST 48 HOURS PRIOR TO the MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:
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.
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.

- 1) 10:00 A.M. **SP-60-00MOD, BRYAN ROAD WAREHOUSE, 90 N BRYAN ROAD, 2nd REVIEW**

- 2) 10:30 A.M. **SP-08-13MOD/SE-83-14EXT/VA-84-14EXT/VA-94-14EXT/VA-95-14EXT/VA-118-14EXT/VA-119-14 EXT /VA-120-14EXT/VA-121-14EXT - BROWARD COUNTY WATER TREATMENT PLANT, 4980 SW 40TH AVE., SITE PLAN MODIFICATION, SPECIAL EXCEPTION AND VARIANCE EXTENSIONS, 2nd REVIEW**

- 3) 11:00 A.M. **SP-18-16 - RUNWAY LAKES WAREHOUSE - 3001 SW 26 TERRACE - SITE PLAN, 4TH REVIEW**

- 4) 11:30 A.M. **SP-49-16, DANIA POINTE PHASE II, N. BRYAN ROAD, 3rd REVIEW**

If you are unable to attend the meeting or you need any further information please email or call:
Corinne Lajoie at (954) 924-6805 x 3704 or cchurch@daniabeachfl.gov
Anne-Christine Carrie at (954) 924-6805 x 3654 or acarrie@daniabeachfl.gov

Landscape Plan Review: Bryan Road Warehouse



SP-60-00MOD
PZ Log No.: SP-73-16

Review Number: 2

Reviewer: Michael McCoy

Date: August 17, 2016

The following comments are based on a review of the set of site plans submitted to the Planning Department on 8/4/2016, for compliance with the City of Dania Beach Landscape Code.

The most recent submittal does not appear to have updated landscape plans (submitted plans are photocopies of plans that were last signed/sealed in 2000 and 2002). Please provide a point-by-point written response for each of the comments below and associated plan edits to address the comments provided previously and listed below for reference. In addition to the comment responses and hard copy plan set, please provide a PDF copy of the landscape plans to mmccoy@metriceng.com.

- 1) There are multiple existing trees in the vicinity of the proposed bathroom. Please show all existing trees in the vicinity of the proposed bathroom, depict symbols in a legend, and provide a table listing the information per Sec 275-80(C).
- 2) It appears that one tree is proposed to be relocated in associating with the new proposed bathroom. Please clearly indicate/label all proposed tree removals/relocations on the plans.
- 3) Please provide the square footage of the proposed new bathroom.
- 4) Please note that a Tree Removal/relocation Permit Application will be required for any trees to be removed/relocated on site.
- 5) Please provide a PDF plan set to Daniel Parobok at daniel.parobok@metriceng.com

Feel free to contact Michael McCoy (305) 235-5098 mmccoy@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.

END OF COMMENTS



BROWARD SHERIFF'S OFFICE
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District

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



SITE PLAN REVIEW COMMENTS

Date: 8/18/16 **Site Plan No.:** SP-60-200MOD **Time Required For Review:** 1

Project: Mike Lolly - Bryan Road Boat Rack Restaurant **Sq. Feet:** 102,801

Plan Reviewer: Sean Brown, Battalion Chief / Plans Examiner

☐ Approved As Submitted ☐ Denied ☐ Approved With Conditions
☒ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.

Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.

Tier 1 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Hydrant Flow Test

Please provide a copy of the approved set of plans in .pdf format via email to kennethsean_brown@sheriff.org . If the plan set is too large to send through email, please deliver the plans in .pdf format on a CD-ROM to:

Attn. Chief Brown
Fire Marshal's Office
103 West Dania Beach Boulevard
Dania Beach, FL 33004

THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.

FIRE HYDRANT FLOW TEST REQUIREMENTS

Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services.

If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.

IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES

The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2012 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)

The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):

The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112, NFPA 13 (2010 Ed.) and NFPA 14 (2010 Ed.)

Broward County Amendments to the Florida Fire Prevention Code

Amendments Effective February 13, 2015

F-112 – Automatic Sprinklers Required

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

- a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.
- b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.
- c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.
- d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.
- e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.
- f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
ROUTING SHEET

Lolly - Bryan Road Boat Rack

Routing Date: August 5, 2016

PZ Log No: SP-60-200MOD

Project: SP-60-00MOD

Comments Due: August 18, 2016

PLEASE REVIEW THE ABOVE REFERENCED PROJECT FOR COMMENTS TO BE INCORPORATED IN THE COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT TO THE PLANNING AND ZONING BOARD AND/OR CITY COMMISSION.

- ☐ Complies with code as submitted.
- ☒ Comments to be addressed & plans resubmitted prior to public hearing.
- ☐ Denied.

Sean Brown - FIRE
Department

8/18/16
Date

102,801 ϕ



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COST RECOVERY

Project: BRYAN ROAD WAREHOUSE 2ND
REVIEW

PZ Log No: SP-60-0MOD

Plan Reviewer: FIRE

Please log your time spent on reviewing the plans.

Time spent: 1

Overtime: _____

Rate per hour: _____

* Cost recovery - no charge on single family home plans, permits and variances.



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

August 18, 2016

Engineering Comments

Site Plan: SP-73-16 Bryan Road Warehouse (New Restaurant) - revised

Civil EOR:

AOR: Bellon Architecture

1. Traffic statement should come from a Florida Registered professional engineer based on latest ITE traffic generation rates.
2. Since an additional impervious pavement is being proposed, please provide an updated stormwater management calculations based on SFWMD Permit Volume IV for the entire site. Not Addressed.
3. Please provide location and dimension of a grease interceptor system prior to discharge into the City's sewer system. Not Addressed.
4. Provide a new tabulation of water consumption for the entire site. Existing packaged sewer system may not suffice to handle existing and additional volume.
5. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection of water demand, and sewage and solid waste generation in tabular format.
6. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

Plans were reviewed in terms of scope and not in detail. Any signoff and/or approval from the City Engineer shall not prevent the City from requiring correction of errors in the plans where such errors are subsequently found in violation of any law, ordinance, health, safety and welfare of the public, or other design issues. Responsibility for any submitted plans is under the "responsible charge" of the Engineer of Record (FAC 61G15-30).

For ease of review, please reply to each line comment and reference drawings or backup documents provided

SP-60-00MOD

Bryan Road Warehouse/Tiki bar & Grill

90 Bryan Road

Zoning designation = IROM; C-3 proposed

FLU designation = RAC

2nd REVIEW COMPLETE BY Corinne Lajoie (954) 924-6805 X 3704

8-12-16

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

2. **APPLICATION:** Confirm application was properly completed, signed, and proper application fee was paid. Per Section 635-50 must provide the following items:

(N) Photometric plan;

(Q) Typical trash and garbage disposal and recycling system, including typical enclosure details and the location of each;

(R) Separate landscape plan prepared in accordance with article 275, "Landscaping Requirements";

(S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination; 2nd time requested.

(T) All existing and proposed pedestrian walkways and bicycle paths;

(V) Proposed building floor plans and architectural elevations of all sides of all buildings and structures, including building height and finishes floor elevations;

(Y)(1) Total gross and net acreage; (2nd time requested)

(3) Total existing and proposed square footage of building and breakdowns by floor, use type, bay and tenant space, and dwelling units, including required and provided minimum floor areas;

(4) Area devoted to vehicular use areas (roadways, aisles, parking);

(6) Lot coverage by roofed structures;

(7) Pervious and impervious surface area, also expressed as a percentage of the site area;

(8) Number of required and provided parking spaces including handicapped accessible, and any spaced devoted to attendant parking, if provided;

(9) Minimum lot area, width and depth required and provided;

(10) Minimum yard setbacks or specific build-to lines required and provided;

(11) Maximum and minimum (if applicable) required and proposed building height;

(12) Minimum floor area required;

(Z) Traffic circulation and pavement marking plan (may be shown on site plan sheets);

(CC) Color site plan elevations and renderings for meeting presentation purposes.

3. **PLATTING:** Must provide copy of recorded modified plat prior to issuance of a building permit.

4. **TRAFFIC STUDY:** per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. Provide traffic statement signed and sealed by engineer identifying estimated number of peak trips.

5. **IMPACT FEES:** Impact fees that will be required for the project were e-mailed to Mike Lally on 7-13-16

6. **SIGNS:** Provide copy of all signs for compliance review, see number 2 above. 2nd time requested.

7. The proximity to the airport will require FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6400.

8. **PARKING:**

- Per Section 635-50(Y)(8) identify the number of required and provided parking on site plan. 2nd time requested.
- Per Section 265-50(21) "Boat or marine vehicle storage" requires 1 parking space per 10 marine storage spaces. Identify number of marine storage spaced on site plan so staff can confirm compliance. 2nd time requested.

- Per Section 265-50(52) "Restaurants, full service; night clubs; bars; and other eating places" required 1 parking space per 40 square feet of Customer Service Area including open-air seating. Identify square footage of Customer Service Area on site plan so staff can confirm compliance. 2nd time requested.

~~9. LOADING: Per Section 270-20 must provide loading space(es) based on square footage. Identify calculations on site plan so staff can review and confirm compliance.~~

10. **USE:** Per Section 110-20 "Restaurants and bars" are a Special Exception use in C-3 zoning. The applicant has submitted an application for a Special Exception which will be processed concurrently for City Commission public hearing.

11. **Provide minimum bicycle parking requirements identified in Section 265-51.** Identify calculation and location on site plan. 2nd time requested.

~~12. ROOFTOP MECHANICAL EQUIPMENT: Must meet regulations in Section 220-60. Identify how equipment will be screened from view on site plan.~~

~~13. COST RECOVERY: per Article 685, cost recovery funds may be utilized for various costs of the city's administrative and outside fee consultants for the processing and review of applications. Per City Attorney's request, please provide \$5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if additional fees are incurred.~~

14. **RAC TRAFFIC IMPACT MITIGATION: Provide an analysis, signed and sealed by a certified engineer, identifying the amount of RAC mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of \$21.26 per p.m. peak hour trip. 2nd time requested.**

15. **Must provide latest revised set of plans on disk prior to going to public hearing.**

16. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations located within 300 feet of the development site, to advise of this property. Please provide acknowledgement and/or documentation of any public outreach.

~~17. Revise site plan to identify the boat storage facility as "Existing", the marina piers as "Existing" and the marina full service restaurant/bar as "Proposed."~~

~~18. Provide dimensions of all parking lot areas, and all landscape areas to ensure compliance with today's LDC as identified in Article 265 and 275.~~

~~19. Per Section 265-110(C)(7) identify on site plan the location and dimensions of "turnaround areas" at dead-end of parking aisle which shall accommodate a 3-point turn.~~

~~20. Lighting—Per Section 265-110(M) and Section 635-50 provide lighting plan meeting the required of Article 280.~~

21. Sheet SP-1, NW Corner identify edge of pavement.

22. Per Section 290-50(F) "All receptacles and bulk containers which temporarily store garbage, liquid waste, food from food handling operations including, but not limited to, bakeries, meat processing plants, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and clean water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code." Provide detail on plans.

NOTES:

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.

- **FLOOD PLAN:** Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.
- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.
- **IMPACT FEES:** Impact fees that will be required for the project were e-mailed to Mike Lally on 7-13-16
-



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☒ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: SE-72-16

JUL 11 2016
Planning
Department

(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. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 90 N BRYAN ROAD DANIA BEACH, FL 33004

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: BRYAN ROAD WAREHOUSES

Folio Number(s): 504233AB0020 Legal Description: SEE ATTACHED

Applicant/Consultant/Legal Representative (circle one) DANIA BEACH MARINA CORP

Address of Applicant: 90 N BRYAN ROAD DANIA BEACH FL 33004

Business Telephone: 954-920-5595 Home: 86-344-6032 Fax: 954-920-5585

E-mail address: FLYLALLY@AOL.COM

Name of Property Owner: DANIA BEACH MARINA CORP.

Address of Property Owner: 90 N BRYAN ROAD DANIA BEACH FL 33004

Business Telephone: 954-920-5595 Home: 86-344-6032 Fax: 954-920-5585

Explanation of Request: SPECIAL EXCEPTION

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: 2.36 Gross Acreage: 2.95 Prop. Square Footage: 102,801 SQ FT

Existing Use: IRON-DRYSTACK MARINA Proposed Use: TIKI BAR AND RESTAURANT

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

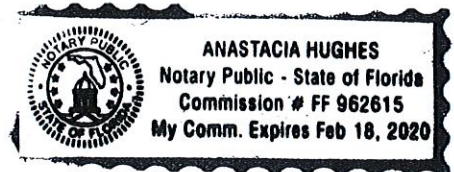
BEFORE ME THIS 12 DAY OF JULY, 2016

By: _____

Lamme James
(Print name of person acknowledging)

[Signature]
(Joint owner signature if applicable)

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



Personally known _____ or Produced Identification ✓

Type of identification produced: L400 553-54-1090 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.***

**Dania Beach Marina Corp.
90 N Bryan Road
Dania Beach, FL 33004**

July 11, 2016

City of Dania Beach
Mr. Marc LaFerrier, AICP
W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Special Exception Use Complies with standards for submitted application for 90 N Bryan Road, Dania Beach FL

Dear Mr. LaFerrier;

Dania Beach Marina Corp is requesting a special exception to its current use, IROM with a drystack marina that is permitted under the current City of Dania Beach code. We believe that our request is consistent with the current city comprehensive plan, which approved a commercial mixed use project, Dania Pointe, which is across the street for our site.

The Dania Pointe project is underway, including infrastructure changes to Bryan Road as well as Stirling Road and Old Griffin roads. Since Dania Pointe has commercial uses as well as residential uses planned and approved by both the city and county, we feel that this change will help in prevent spot zoning within the city and is commercial in nature for the restaurant/tiki bar. Both properties north and south of the subject, are full service marinas and one is a manufacturing plant for Dusky Boats. They both have retail sales of product and services as well. There will be no detrimental impact to the existing properties, since they are commercial in nature.

We have substantial landscaping in place that has matured and provides screening/buffer to the neighborhood. In addition, our property is fenced and gated. The marina also have adequate parking lot lighting for safety as well.

Our existing use is a full service marina, Nautical Ventures to the south and Dusky Marine to the north. Traffic is consistent with our neighbor's uses as well. In addition, Dania Pointe has pending road improvements planned for Bryan Road as well.

The proposed special exception will not have any detrimental effect on the future development of contiguous properties, because they were approved for commercial uses as well. In addition, our proposed Tiki Grille and Bar will not overburden existing public services or facilities, because we are providing additional restrooms at our expense for public use on site.

In summary, many marinas in South Florida have Tiki Bars and Grilles as part of their overall operations for their customer's enjoyment as an ancillary use to their boating storage and service at these marinas. Customers enjoy eating and drinking on the water prior to their departure or upon their return.

We have adequate parking, over 105 existing parking spaces with good access from Bryan Road on the west.

In order for Dania Beach Marina Corp, DBA Dania Beach Offshore to operate as a full service marina, which would include a Tiki Bar and Grille, that is not clearly allowed under IROM uses, it is necessary for us to request a special exception to C3/C4 which is covered under Article 110 within Ordinance #2016-013 : Use Regulations for Commercial and Mixed-Use Districts.

Therefore, we are requesting a special exception as submitted to allow marina related uses along with a Tiki Bar and Grill that allows the sale of food, beer, wine and liquor, at our existing marina facility. This special exception is necessary because the additional licenses are required for these uses by the State of Florida, as well as the City of Dania Beach/

Thank you for your consideration in this matter.

Sincerely,

Michael M. Lally,
as its President

Lajoie, Corinne

From: Mike Lally <flymikelally@gmail.com>
Sent: Tuesday, August 30, 2016 3:41 PM
To: Lajoie, Corinne
Cc: Leo Bellon
Subject: Dania Beach Marina east view from Tiki Hut
Attachments: IMG_3231.JPG; ATT00001.txt; IMG_3232.JPG; ATT00002.txt; IMG_3233.JPG; ATT00003.txt; IMG_3234.JPG; ATT00004.txt

Hi Corrine

I wanted you to see the actual vegetation across the canal that buffers the marina from the adjoining property which is vacant.

It is a natural buffer and since it contains Mangroves gives us both assurances that buffer will remain because they are mangroves therefore, US Army Corps get involved with there jurisdiction; I know, because I permitted our marina myself.

Please advise if you need anything else,thanks.

Sincerely,
Mike Lally











BELLON ARCHITECTURE INC

13131 SW 132 Street Suite 104
Miami Fl. 33186
T.305-278-7776

August 3, 2016

City of Dania Beach
Community Development Department
Cover Letter

Re; Bryan Road Boat Storage Additions and Site Plan Approval
Mike Lally

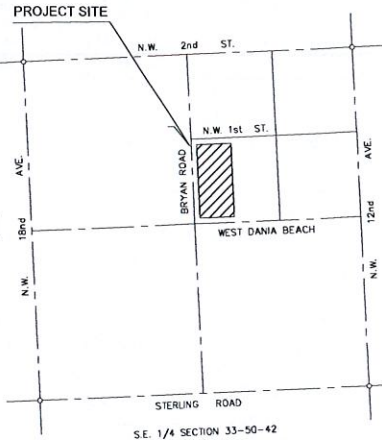
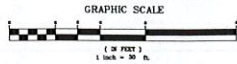
The following are the corrections made to the hearing documents as per department comments.

1. Traffic Study; It was agreed that the existing traffic study used for the permitting of the existing storage building will suffice along with adding a note on the Site Plan indicating the increase in traffic count that the addition will generate. Note was added on the Site Plan.
2. Sheet A-1 is incorporated on the set of plans.
3. Refer to existing building drawings for water & sewer connections to existing building and to new architectural plans for the bathroom addition.
4. Refer to plumbing plans note regarding additional gallons per day generated by the new bathrooms.
5. Refer to existing building construction documents for Florida State Plane Coordinate.
6. A master plan and property survey showing the entire site has been incorporated on the application drawings.
7. Fire Department access etc. was part of the original storage building. Copy of original plans are included.
8. Water supply information, fire hydrants etc. are part of existing building drawings.
9. Photometric plan is included on the new package submitted. Part of original building.
10. Trash dumpster location and size is part of existing building. A note was added stating the amount of trash generated by the new bathroom additions will not affect its present size.
11. Platting, copy of survey/plat is provided.
12. Traffic Study; A traffic study for the original building permit is provided, in addition an statement of traffic is included on the Site Plan.
13. Photometric plan for the original existing building is now provided.

FILE COPY



LOCATION MAP
NOT TO SCALE



SURVEYOR'S NOTES

- [illegible]

CERTIFIED TO:
DANIA BEACH MARINA CORP;
DANIA BEACH BOAT CLUB CONDOMINIUM ASSOCIATION, INC.
NEWMAR, INC.

LEGAL DESCRIPTION:

PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT BOOK 170, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A 40 FOOT STRIP OF LAND LYING ADJACENT TO AND CONTIGUOUS WITH THE EASTERLY BOUNDARY OF SAID PARCEL "A",

ALSO DESCRIBED AS:

THE WEST HALF (W1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE
SECTION 36 (SE1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, SAD LANDS SITUATED
AND BEING IN BROWARD COUNTY, FLORIDA, LESS THOSE PORTIONS COVERED BY WARRANT DEED
RECORDS OF THE PUBLIC RECORDS BOOK 2164, PAGE 802, OFFICIAL RECORDS BOOKS, PAGE 231 AND OFFICIAL
RECORDS BOOK 5469, PAGE 307, ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SUBJECT TO
EXISTING EASEMENTS, RIGHTS OF WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORDS, IF ANY.
SAD LANDS BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 2.36 ACRES MORE
OR LESS.

SURVEY FOR:

SURVEY FOR:
90 NORTH BRYAN ROAD, DANIA BEACH, FL.

MITIGATION AREA LEGAL DESCRIPTION:

CONSERVATION EASEMENT "A"
 BEGIN AT THE NORTHEAST CORNER OF PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT
 BOOK 130, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
 THENCE RUN N87°28'35"E FOR A DISTANCE OF 46.00 FEET;
 THENCE RUN S17°22'26"W FOR A DISTANCE OF 48.00 FEET;
 THENCE RUN S53°25'29"W FOR A DISTANCE OF 27.00 FEET;
 THENCE RUN S89°21'41"W FOR A DISTANCE OF 14.00 FEET;
 THENCE RUN N04°43'37"W ALONG THE EAST PROPERTY LINE OF SAID PARCEL "A" FOR A DISTANCE OF 62.00
 FEET, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 2285.753 SQUARE FEET MORE OR LESS.

CONSERVATION EASEMENT
BEON AT THE SOUTHEAST CORNER OF PARCEL A, OF BRYAN CORDY WAREHOUSES, AS RECORDED IN PLAT 210, PAGE 112, THE PUBLIC RECORDS OF OSBORN COUNTY, FLORIDA.
THENCE RUN N06°42'30"E ALONG THE EAST PROPERTY LINE OF SAID PARCEL A, FOR A DISTANCE OF 251.00 FEET;
THENCE RUN N08°02'00"E FOR A DISTANCE OF 14.00 FEET;
THENCE RUN S41°02'00"E FOR A DISTANCE OF 15.00 FEET;
THENCE RUN S45°00'00"E FOR A DISTANCE OF 32.00 FEET;
THENCE RUN S00°02'45"E FOR A DISTANCE OF 21.00 FEET;
THENCE RUN S00°17'45"E FOR A DISTANCE OF 30.00 FEET;
THENCE RUN S00°46'00"E FOR A DISTANCE OF 11.00 FEET;
THENCE RUN S34°25'00"E FOR A DISTANCE OF 8.00 FEET;
THENCE RUN S45°04'56"E FOR A DISTANCE OF 15.00 FEET;
THENCE RUN S78°12'30"E FOR A DISTANCE OF 5.00 FEET;
THENCE RUN S02°50'30"E FOR A DISTANCE OF 15.00 FEET;
THENCE RUN S07°30'00"E FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 672,355 SQUARE FEET MORE OR LESS.

ELEVATIONS ARE BASED IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD.88)

LEGEND AND ABBREVIATIONS:

A.	ARC
A.C.	AIR CONDITIONER PAD
B.S.	BUILDING SETBACK
C.B.	CATCH BASIN
C.L.F.	CHAIN LINK FENCE
C.	CENTER LINE
C.C.	CLEAR
CONC.	CONCRETE
C.B.S.	CONCRETE BLOCK STRUCTURE
ENC.	ENCROACHMENT
F.F.E.L.	FINISH FLOOR ELEVATION
F.F.C.P.	FOUR PERMANENT CONTROL POINT
F.F.VZ	FOUR BORN FENCE 1/2"
F.F.R.1/2"	FOUR BORN REBAR 1/2"
F.F. 1/2"	FOUR 1/2" NAIL
F.N.A.D.	FOUND NAIL AND DIRT
F.F.P.M.	FOUR PERMANENT REFERENCE
L.M.E.	LAKE MAINTENANCE BASIN
L.	IDENTIFICATION
(M)	MEASURED

N	• MONUMENT LINE
N.A.V.D.	• NORTH AMERICAN VERTICAL DATUM
G.V.D.	• NATIONAL GEOGRAPHIC VERTICAL DATUM
O/L	• ON LINE
G/S	• GUT SET
P.G.	• PAGE
P.B.	• PLAT BOOK
P.C.	• POINT OF CURVATURE
P.C.P.	• PERMANENT CONTROL POINT
P.T.	• POINT OF TANGENCY
R.	• PLAT BOOK
R.	• RECORD
R.P.	• RADIOS POINT
R.P. & M.	• RECORDS AND MEASURE
R.W.	• RIGHT OF WAY
S.W.C.	• SIDEWALK
S.E.A.D.	• SET NAIL & DISC
T.Y.	• TYPICAL
U.E.	• UTILITY EASEMENT
W.M.	• WATER METER

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS

25465 S.W. 134th PLACE, MIAMI FLORIDA 33032
Office Phone: (305) 986-0766
Cell Phone: (786) 486-6786
E-Mail: esplandsinc@gmail.com

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECT AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS SET FOR THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY B. CASTEL 05/22/2018
Registered Land Surveyor No. 4129
State of Florida

[illegible]



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

JUL 11 2016

Planning
Department

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan *mod.*
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: *SP-600-COMOD*

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: *90 N BRYAN ROAD*

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: *BRYAN ROAD WAREHOUSES*

Folio Number(s): *509233AB0020* Legal Description: *SEE ATTACHED*

Applicant/Consultant/Legal Representative (circle one) *DANIA BEACH MARINA CORP.*

Address of Applicant: *90 N BRYAN ROAD DANIA BEACH FL 33004*

Business Telephone: *954-920-5595* Home: *786-344-6032* Fax: *954-920-5585*

E-mail address: *FLYLALLY@AOL.COM*

Name of Property Owner: *DANIA BEACH MARINA CORP.*

Address of Property Owner: *90 N. BRYAN ROAD DANIA BEACH FL 33004*

Business Telephone: *954-920-5595* Home: *786-344-6032* Fax: *954-920-5585*

Explanation of Request: _____

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: *2.36* Gross Acreage: *2.95* Prop. Square Footage: _____

Existing Use: *TROM - MARINA* Proposed Use: *TIKI BAR AND RESTAURANT USE*

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner Agent signature*)

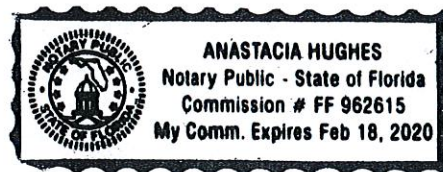
BEFORE ME THIS 12 DAY OF JULY, 2016

By:

Tammie James
(Print name of person acknowledging)

Tammie James
(Joint owner signature if applicable)

Notary Anastacia Hughes
(Signature of Notary Public – State of Florida)



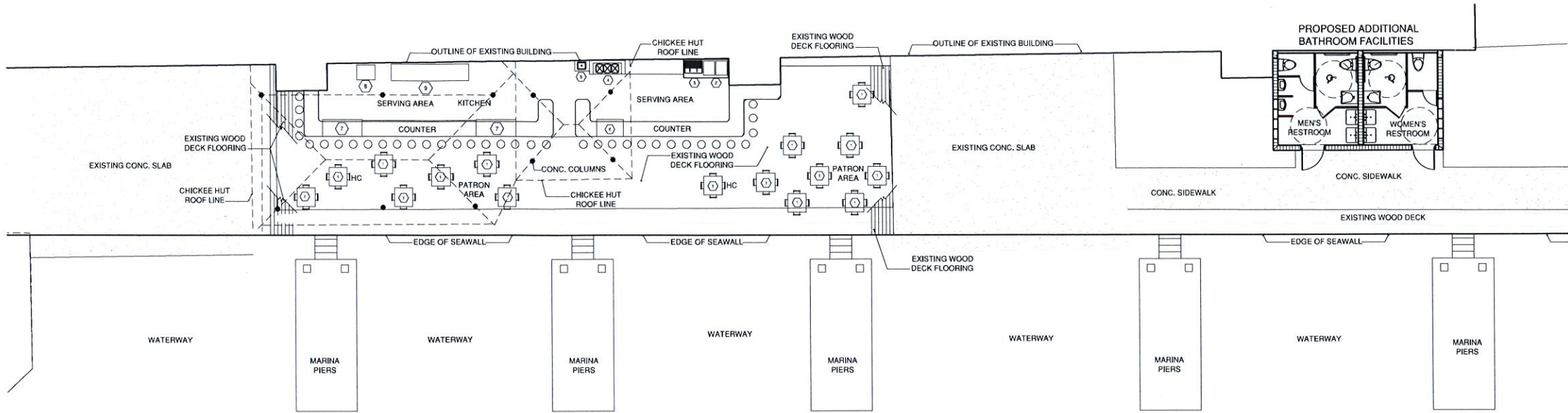
Personally known _____ or Produced Identification ✓

Type of identification produced: L400 553-54-109-0 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).

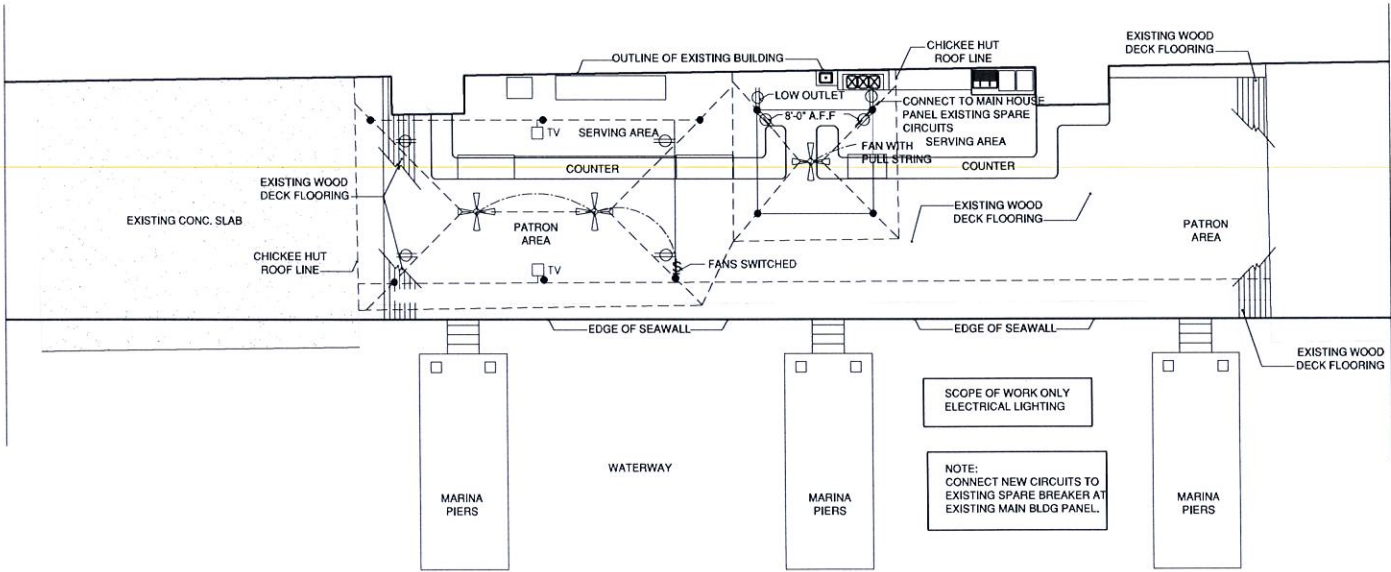
NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



EXISTING MARINA RELATED RESTAURANT & BAR

SCALE: 1/8" = 1'-0"



ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"

PROJECT AND CODE INFORMATION					
LEGAL JURISDICTION: (MIAMI DADE COUNTY, FLORIDA)	2014 ED.	FLORIDA BUILDING CODE			
	1992	ZONING ORDINANCES (MIAMI DADE COUNTY)			
	2014 ED.	MECHANICAL CODE (FBC)			
	2014 ED.	ELECTRICAL CODE (FBC)			
ADOPTED ENFORCED CODES:	2014 ED.	FLORIDA ACCESSIBILITY CODE CHAPTER II (FBC)			
	2014	NFPA 101 LIFE SAFETY CODE			
	2014	FLORIDA FIRE PREVENTION CODE			
BUILDING DATA:	TENANT IMPROVEMENT (RESTAURANT) 2,142 S.F.				
OCCUPANCY: (AS PER-FBC, CHAPTER 3 SECTION 304.1)	GROUP "A" - ASSEMBLY A-2 (RESTAURANT).				
MINIMUM INTERIOR FINISH CLASSIFICATION: (AS PER-FBC, TABLE 603.5)	SPRINKLERED:		EXITS	ACCESS	OTHER SPACES
	ASSEMBLY A-2	CLASS	B	B	C
BUILDING CONSTRUCTION TYPE: (AS PER-FBC, CHAPTER 6 TABLE 601)	TYPE V				
OCCUPANT LOAD (AS PER-FBC, TABLE 1004.1.2)	(ASSEMBLY-GROUP A-2)				
	DINING AREA:				
	-UNCONCENTRATED TABLES & CHAIRS-				
	1 PERSON FOR EA. 15 S.F. OF FLOOR AREA				
	= 819 S.F. / 15 = 54 PERSONS				
	-CONCENTRATED				
	184 S.F. / 5 = 36 PERSONS				
	KITCHEN				
	450 SF / 100 = 5 PERSONS				
	TOTAL OCCUPANT LOAD = 95 PERSONS.				
EXIT REQUIREMENTS (AS PER-FBC, TABLE 1018.1):	MINIMUM NUMBER OF EXITS: 2 FOR AN OCCUPANCY LOAD / STORY OF 1 - 500 PERSONS				
COMMON PATH, DEAD END, TRAVEL DISTANCE BY OCCUPANCY (AS PER-NFPA 101, TABLE A-7.5)	TYPE OF OCCUPANCY:	COMMON PATH LIMIT		TRAVEL DISTANCE LIMIT	
	ASSEMBLY:	100 F.T.		200 F.T.	

GENERAL NOTES:

NEW LIGHTING SPILLAGE NOTE:
ALL NEW EXTERIOR LIGHTING SHOWN WILL NOT SPILL LIGHT ONTO NEIGHBOR HOOD PROPERTIES.

NOISE CONTROL:
PROPOSED BAR/RESTAURANT WILL NOT EXCEED EXISTING AMPLIFIED NOISE LEVEL. NO NEW MUSIC AMPLIFIERS WILL BE PROVIDED.

WALL LEGEND	
---	EXISTING PARTITIONS WALLS TO REMAIN
////	NEW PARTITIONS WALL TO UNDERSIDE OF STRUCTURE (SEE DETAIL THIS SHEET)

AREA BREAKDOWN	
PROPOSED RESTAURANT (PATRON)	1,003 S.F.
PROPOSED KITCHEN AREA (SERVICE)	451 S.F.
TOTAL RESTAURANT AREA	1,454 S.F.
PROPOSED RESTROOM AREA	310 S.F.
TOTAL NEW CONSTRUCTION AREA	1,764 S.F.

NOTE

THIS PLAN WAS PREPARED BY UTILIZING THE EXISTING CONSTRUCTION DOCUMENTS FOR THIS FACILITY & FIELD VERIFICATION. IT IS NOT THE INTENT OF THIS PLAN TO REPLICATE ALL EXISTING CONDITIONS. ALL CONCERNED PARTIES AND BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS SURROUNDING THE SCOPE OF WORK. IT IS THE RESPONSIBILITY OF ALL CONCERNED PARTIES TO VISIT THE SITE & ACQUAINT THEMSELVES WITH THE AVAILABLE INFORMATION.

FIRE EXTINGUISHER NOTE:

AT LEAST ONE PORTABLE FIRE EXTINGUISHER HAVING A RATING OF AT LEAST 4-A, 30-BC SHALL BE WITHIN A TRAVEL DISTANCE OF 75 FT. (22.8M) OR LESS TO ANY POINT OF A STRUCTURE UNDER CONSTRUCTION. PERSONNEL NORMALLY ON THE CONSTRUCTION SITE SHALL BE INSTRUCTED IN THE USE OF THE EXTINGUISHERS PROVIDED. PER NFPA 1141 SECTION 3-3.5 & NFPA 1-2014 FLORIDA EDITION.

FIRE PENETRATION NOTE

PROTECT ALL NEW FIRE PENETRATION TO MATCH EXISTING

CHANGES IN LEVEL

NO CHANGE IN FLOOR LEVEL. IN ALL COMMON AREAS, SHALL EXCEED 1/4" VERTICAL OR 1/2" WITH A 1:2 BEVEL IN ACCORDANCE WITH SECTION 11-4.5.2 OF THE FLORIDA BUILDING CODE.

MAX. CAPACITY NOTE	
USE: RESTAURANT (PATRON AREA) (CONCENTRATED)	832/15=54 PERSONS
USE: KITCHEN	184/5=36 PERSONS
TOTAL CAPACITY: 95 PERSONS	

POSTING OF OCCUPANT LOAD SIGN

DINING ROOM AREA SHALL HAVE THE OCCUPANT LOAD OF THE ROOM POSTED NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY AS PER FBC (2014 EDITION) SECTION 1004.3.

PROVIDE POST SIGN: 95 OCCUPANTS MAX.

EQUIPMENT SCHEDULE	
1	TABLE
2	FLAT TOP
3	FRYERS
4	COMPARTMENT SINK
5	HAND WASHING SINK
6	REFRIGERATOR
7	BEER COOLER
8	KEG REFRIGERATOR
9	REFRIGERATOR

BELLÓN
architecture

13131 S.W. 132 STREET
SUITE 104
MIAMI, FLORIDA 33186
T. (305) 278-7776
F. (305) 278-7473
WWW.BELLONMILANES.COM
AA-26002616
ARCHITECTURE
LAND PLANNING
INTERIORS
CONSTRUCTION MANAGEMENT

CONSULTANTS

BRYAN ROAD BOAT MARINA
COMMERCIAL CENTER ADDITION
90 NORTH BRYAN ROAD
DANIA, FLORIDA

MARK DATE DESCRIPTION

PROJECT No. LB342
DRAWN BY: HL
CHECKED BY: LB
DATE: 8-3-16

LEOPOLDO BELLÓN, AIA (AR-8737)

SHEET TITLE

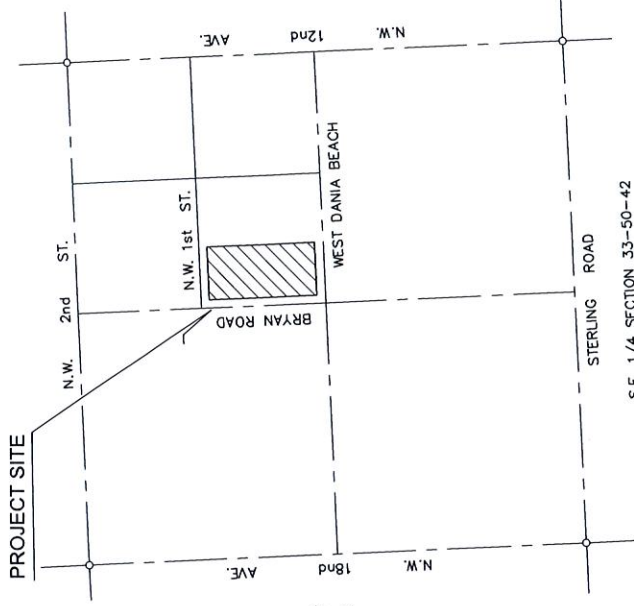
FLOOR PLAN

A-3

SHEET OF

LOCATION MAP

NOT TO SCALE



- 1) The above captioned Property was surveyed and described based on the above legal description provided by Client.
- 2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED
- 3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE may be made to determine recorded instruments. If any affecting this property.
- 4) The expected use of the land, as classified in the Minimum Technical Standards (SJ-16.051), is "commercial High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
- 5) Foundations and other footings that may cross beyond the boundary lines of the parcel herein should be noted on the plat, and the original record of a Florida Licensed Surveyor and Mapper, Additions or deletions to survey maps or reports of other than the signing party and parties is prohibited without written consent of the signing party or parties.
- 7) Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
- 8) Underground utilities are not depicted herein; contact the appropriate authority prior to any excavation work on the herein described. Surveyors shall be notified as to any deviation from survey to avoid them.
- 9) Area of the Property: 102354 Sq.Ft.
- 10) This survey does not reflect or determine ownership. Ownership subject to option of title.
- 11) Type of Survey: BOUNDARY SURVEY
- 12) This survey depicted here is not covered by professional liability insurance. The liability of this survey is limited to the cost of the survey.
- 13) This survey is recorded on the Public Records of Broward County, Florida, as recorded on Recorded Plat Book 170 at Page 112 of the Public Records of Broward County, Florida.
- 14) Elevations are based on the North American Vertical Datum of 1988.
- 15) Bench Mark (ING.V.D.) Broward County Engineering Division Benchmark No. 2041, Elev.= 12.83 (ING.V.D.) Broward County, Florida. -1.80' = 11.23 NAVD. 88.
- 16) Floor Zone "X" Base Flood Elev.: N/A as per City of Dania Beach, 2014.
- 17) Flood Community Name: Flood Insurance Community Number: 380567, effective August 18, 2014.
- 17) This is a community flood map. Elevation of the flood plain is shown. This is a FREE STANDING STRUCTURE supported with its own support, and a small portion is attached to the existing structure only for rain protection purposes.

LEGAL DESCRIPTION:

PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT BOOK 170, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH A 40 FOOT STRIP OF LAND LYING ADJACENT TO AND CONTIGUOUS WITH THE EASTERLY BOUNDARY OF SAID PARCEL "A".

[illegible]

FL

MITIGATION AREA LEGAL DESCRIPTION:

CONSERVATION EASEMENT "A" BEGIN AT THE NORTHEAST CORNER OF PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT BOOK 170, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE RUN S86°21'41"W FOR A DISTANCE OF 14.00 FEET;
THENCE RUN N00°42'31"W ALONG THE EAST PROPERTY LINE OF SAID PARCEL "A" FOR A DISTANCE OF 62.00 FEET, TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 2285.753 SQUARE FEET MORE OR LESS.

CONSERVATION EASEMENT "B" BEGIN AT THE SOUTHEAST CORNER OF PARCEL "A" OF BRYAN ROAD WAREHOUSES, AS RECORDED IN PLAT BOOK 170, PAGE 112, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE RUN N00°42'31W ALONG THE EAST PROPERTY LINE OF SAID PARCEL "A" FOR A DISTANCE OF 251.00 FEET;

THENCE RUN N89°26.30'E FOR A DISTANCE OF 16.00 FEET;
THENCE RUN S41°10.7'E FOR A DISTANCE OF 13.00 FEET;
THENCE RUN S10°50.05'E FOR A DISTANCE OF 12.00 FEET;
THENCE RUN S05°02.43'E FOR A DISTANCE OF 12.00 FEET;
THENCE RUN S89°26.30'E FOR A DISTANCE OF 16.00 FEET;
THENCE RUN S04°13.40'E FOR A DISTANCE OF 11.00 FEET;
THENCE RUN S04°49.56'E FOR A DISTANCE OF 9.00 FEET;
THENCE RUN S79°13.22'W FOR A DISTANCE OF 5.00 FEET;
THENCE RUN S10°50.05'E FOR A DISTANCE OF 12.00 FEET;
THENCE RUN S05°02.43'E FOR A DISTANCE OF 12.00 FEET;
THENCE RUN S89°26.30'E FOR A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT
CONTAINING 672.395 SQUARE FEET MORE OR LESS.

GARY B. CASTEL SURVEYING, INC.

LAND SURVEYORS

25465 S.W. 134th PLACE, MIAMI FLORIDA 33032
Office Phone: (305) 986-0766
Cell Phone: (786) 486-6786
E-Mail: esplandsinc@gmail.com

06/22/2016
GARY B. CASTEL
Registered Land Surveyor No. 4129
State of Florida

LEGEND AND ABBREVIATIONS:	
AC	AIR CONDITIONER PAD
B.S.	BUILDING SETBACK
C.B.	CATCH BASIN
C.F.	CATCH BASIN FLOW
C.L.	CENTER LINE
C.L.S.	CONCRETE
C.S.	CONCRETE BLOCK STRUCTURE
ENC.	ENCROACHMENT
F.F.C.P.	FOUND PERMANENT CONTROL POINT
F.F.P.	FOUND PERMANENT CONTROL POINT
F.F.P. 1/2"	FOUND IRON PIPE 1/2"
F.I.R. 1/2"	FOUND IRON REBAR 1/2"
F.N.D.	FOUND NAIL AND DISC
F.P.R.M.	FOUND PERMANENT REFERENCE MONUMENT
L.M.E.	LAND MAINTENANCE EASEMENT
L.N.E.	LAND NUISANCE EASEMENT
M.	MEASURED
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.D.	NORTH DATUM
N.L.	NORTH LINE
N.S.	NORTH SIDE
O.B.	OFF SET
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.P.	POINT OF CURVATURE POINT
P.F.	POINT OF BEGINNING
P.F.P.	POINT OF BEGINNING
P.B.	PLAT BOOK
R.	RECORD
R.P.	RAIUS POINT
R.P.M.	RAIUS POINT MEASURE
R.W.	RIGHT OF WAY
SWK.	SEWALK
S.M.D.	SEWAL DISC
U.E.	UTILITY EASEMENT
WM.	WATER METER

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION, AND THAT THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1S-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

	JOB NO.: J.N. 06-2016-121	FIELD CREW: EDMUND DRAWN : J.A.	CHECKED: G.C. FIELD DATE: 10/24/2015 DATE: 10/26/2015	SHEET 1 OF 1
No.	REVISIONS			
1	GR LOCATION AND ELEVATIONS RE-SURVEYED (07/18/2016)			
2	TREE SURVEY (01-29-2016)			
3	NEW ORCHARD PLANTING LOCATION (05-22-2016)			
4	CONCRETE PAD FOR FLOW LINE GAS TANK (06-22-2016)			

RESOLUTION NO. 2016-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-60-00MOD) AND APPROVING A SPECIAL EXCEPTION (SE-72-16) SUBMITTED BY MICHAEL LALLY, ON BEHALF OF THE PROPERTY OWNER DANIA BEACH MARINA CORPORATION, FOR PROPERTY LOCATED AT 90 NORTH BRYAN ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael M Lally, on behalf of Dania Beach Marina Corp. (the “Applicant”), is requesting site plan approval, and approval of a special exception use for a Tiki Bar and Grille for a further development enhancement of Dania Beach Marina/Dania Beach Offshore, located at 90 N. Bryan Road in the City of Dania Beach, Florida (the “City”), as legally described in Exhibit “A”; and

WHEREAS, the City Code of Ordinances, Chapter 28 “Land Development Code” (the “LDC”), Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans”, Section 635-20(A), provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, Article 630 of the LDC entitled “Special Exception Uses” states that the City Commission may grant a special exception based on its determination that the petitioner has demonstrated that the necessary criteria in the LDC have been satisfied; and

WHEREAS, the Applicant is requesting special exception approval to permit a Tiki Bar and Restaurant in a commercial zoning district; and

WHEREAS, staff recommended approval of the proposed Site Plan (SP-60-00MOD), and Special Exception (SE-72-16) in its report dated September 13 2016; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-60-00MOD), and Special Exception (SE-72-16) will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the City Comprehensive Plan;

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

Section 1. Recitals. That the foregoing “WHEREAS” clauses are ratified and

confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. Approval of Site Plan (SP-60-00MOD). That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plans,” the following Site Plan (SP-60-00MOD) is approved.

Section 3. Approval of Special Exception (SE-72-16). That pursuant to Chapter 28 “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Article 630 “Special Exception Uses,” the application for Special Exception Use (SE-72-16) is approved.

Section 4. Conditions. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

1. There are multiple existing trees in the vicinity of the proposed bathroom. Please show all existing trees in the vicinity of the proposed bathroom, depict symbols in a legend, and provide a table listing the information per Sec 275-80(C) (LANDSCAPING).
2. It appears that one tree is proposed to be relocated in association with the new proposed bathroom. Please clearly indicate/label all proposed tree removals/relocations on the plans (LANDSCAPING).
3. Please provide the square footage of the proposed new bathroom (LANDSCAPING).
4. Please note that a Tree Removal/relocation Permit Application will be required for any trees to be removed/relocated on site (LANDSCAPING).
5. Please provide a PDF plan set to Daniel Parobok at daniel.parobok@metriceng.com (LANDSCAPING).
6. Fire Hydrant Flow Test (BSO FIRE).
7. Traffic statement should come from a Florida Registered professional engineer based on latest ITE traffic generation rates (ENGINEERING).
8. Since additional impervious pavement is being proposed, please provide updated stormwater management calculations based on SFWMD Permit Volume IV for the entire site. Not Addressed (ENGINEERING).
9. Please provide location and dimension of a grease interceptor system prior to discharge into the City’s sewer system. Not Addressed (ENGINEERING).

10. Provide a new tabulation of water consumption for the entire site. Existing packaged sewer system may not suffice to handle existing and additional volume (ENGINEERING).
11. In compliance with Article 805 of the City Code of Ordinances, applicant shall provide a projection of water demand, and sewage and solid waste generation in tabular format (ENGINEERING).
12. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (ENGINEERING).
13. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid. Per Section 635-50 must provide the following items:
 - (S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination; 2nd time requested.
 - (Y)(1) Total gross and net acreage; (2nd time requested)
 - (3) Total existing and proposed square footage of building and breakdowns by floor, use type, bay and tenant space, and dwelling units, including required and provided minimum floor areas;
 - (4) Area devoted to vehicular use areas (roadways, aisles, parking);
 - (6) Lot coverage by roofed structures;
 - (7) Pervious and impervious surface area, also expressed as a percentage of the site area;
 - (8) Number of required and provided parking spaces including handicapped accessible, and any spaced devoted to attendant parking, if provided;
 - (9) Minimum lot area, width and depth required and provided;
 - (10) Minimum yard setbacks or specific build-to lines required and provided;
 - (11) Maximum and minimum (if applicable) required and proposed building height;
 - (12) Minimum floor area required.
14. PLATTING: Must provide copy of recorded modified plat prior to issuance of a building permit (PLANNING).
15. SIGNS: Provide copy of all signs for compliance review, see number 2 above. 2nd time requested (PLANNING).
16. PARKING:
 - Per Section 635-50(Y)(8) identify the number of required and provided parking spaces on site plan. 2nd time requested (PLANNING).
 - Per Section 265-50(21) "Boat or marine vehicle storage" requires 1 parking space per 10 marine storage spaces. Identify number of marine storage spaces on site plan so staff can confirm compliance. 2nd time requested (PLANNING).
 - Per Section 265-50(52) "Restaurants, full service; night clubs; bars; and other eating places" require 1 parking space per 40 square feet of Customer Service Area including open-air seating. Identify square footage of Customer Service Area on site plan so staff can confirm compliance. 2nd time requested (PLANNING).

17. USE: Per Section 110-20 “Restaurants and bars” are a Special Exception use in C-3 zoning. The applicant has submitted an application for a Special Exception which will be processed concurrently for City Commission public hearing (PLANNING).
18. Provide minimum bicycle parking requirements identified in Section 265-51. Identify calculation and location on site plan. 2nd time requested (PLANNING).
19. RAC TRAFFIC IMPACT MITIGATION: Provide an analysis, signed and sealed by a certified engineer, identifying the amount of RAC mitigation for traffic impact due based on Resolution No. 2014-049 which established a rate of \$21.26 per p.m. peak hour trip. 2nd time requested (PLANNING).
20. Must provide latest revised set of plans on disk prior to going to public hearing (PLANNING).
21. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations located within 300 feet of the development site, to advise of this property. Please provide acknowledgement and documentation of any public outreach (PLANNING).
22. Sheet SP-1, NW Corner identify edge of pavement (PLANNING).
23. Per Section 290-50(F) ”All receptacles and bulk containers which temporarily store garbage, liquid waste, food from food handling operations including, but not limited to, bakeries, meat processing plants, or any business establishment where it is determined that garbage, liquid waste, or food will be accumulated, shall provide a raised concrete slab, a drain, and clean water facilities for such receptacles and containers and shall be constructed in accordance with the provisions of the Florida Building Code.” Provide detail on plans (PLANNING).
24. Per Section 290-50(B) dumpster must provide a maze-style pedestrian access. Revise site plan accordingly (PLANNING).
25. Per Section 290-80 the perimeter of all dumpster enclosure shall be landscaped pursuant to Section 275-170. Revise site plan accordingly (PLANNING).
26. On Sheet SP-1 changed proposed zoning to C-3 in Site Data table (PLANNING).
27. Provide not on plan indicating no amplified sound will be used, as residential homes are located to the east of this site (PLANNING).
28. Revise site plan to identify the parking spaces meet the LDC minimum of 8’ X 18”.

Section 5. Violation of Conditions. That failure to adhere to the terms and conditions of approval above shall be considered a violation of the City Code and persons found violating the conditions shall be subject to the penalties prescribed by the City Code, including but not limited to, the revocation of the approvals granted by this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the City before it may commence construction or operation, and this Resolution may be revoked by the City Commission at any time upon a determination that Applicant is not in compliance with the City Code.

Section 6. Site Plan Expiration. That pursuant to Section 635.100 “Expiration of Site Plans” of the Land Development Code, the Site Plan (SP-60-00MOD) approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 7. Expiration of Special Exception. That pursuant to Section 630-70 “Expiration of Special Exceptions” of the Land Development Code, the Special Exception (SE-72-16) shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan within eighteen (18) months from the date of this Resolution.

Section 8. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertake actions that result in a violation of state or federal law.

Section 9. Conflicts. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 10. **Effective Date.** That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on September 13, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

PROPERTY CONVEYED TO DANIA BEACH MARINA CORP

All of Parcel A, BRYAN ROAD WAREHOUSES, according to the plat thereof, as recorded in Plat Book 170, Page 112 of the Public Records of Broward County, Florida; Together with a 40 foot strip of land lying adjacent to and contiguous with the easterly boundary of said Parcel A.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVING THE REQUEST MADE BY STEPHANIE TOOTHAKER, AGENT FOR THE PROPERTY OWNER FLORIDA ARTMARINE, LLC, TO REZONE PROPERTY LOCATED AT 3100 STATE ROAD 84, DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD OFFICE AND BANKING DISTRICT (C-1) TO INDUSTRIAL-RESEARCH OFFICE-MARINE AIRPORT APPROACH (IROM-AA), SUBJECT TO CERTAIN RESTRICTIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application and Backup, Ordinance



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *CL Lajoie*

SUBJECT: **RZ-70-16:** The applicant, Stephanie J. Toothaker, on behalf of the property owner, Arthur B. Choate, is requesting to rezone a property located at 3100 State Road 84 (FIRST READING).

REZONING

To rezone approximately property from Neighborhood Office and Banking District (C-1) to Industrial, Research, Office, Marine – Airport Approach (IROM-AA) zoning.

PROPERTY INFORMATION

EXISTING ZONING:	Neighborhood Office and Banking District (C-1)
LAND USE DESIGNATION:	Industrial

VIOLATIONS ON PROPERTY

There are no open violations on this property.

The property is the current location of Art Marine where there are ten (10) licensed businesses on record with the City. The property was annexed into the city in 2001, shortly thereafter it appears the zoning classification of the property was identified as C-1.

The applicant is requesting to rezone the property to IROM-AA zoning, which is compatible to the underlying Industrial land use designation. The current zoning designation of C-1 does not allow industrial and marine related activities, such as those existing today. However, the proposed zoning of IROM-AA does allow industrial and marine use.

REZONING

The request satisfies the rezoning criteria identified in Section 645-40 of the City's LDC as indicated in the applicant's justification statement. The criteria are identified below.

- (1) "That the request is consistent with the city's comprehensive plan; and"
- (2) "The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the city commission; and"
- (3) "The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. the request furthers the city's adopted community redevelopment plan, if applicable; or

- b. An error or ambiguity must be corrected; or
- c. There exists changed or changing conditions which make approval of the request appropriate; or
- d. Substantial reasons exist why the property cannot be used in accordance with the existing zoning; or
- e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses".

The Planning and Zoning Board, sitting as the Local Planning Agency, must make a recommendation to the City Commission. The rezoning application requires two (2) readings by the City Commission for approval.

LOCAL PLANNING AGENCY PREVIOUS ACTION

On August 17, 2016, the Local Planning Agency, sitting as the Planning and Zoning Board recommended approval of the rezoning application.

RECOMMENDATION

The rezoning request meets the criteria identified in the Land Development Code (LDC). Approve the ordinance to rezone the property.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☒ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: _____



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. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3100 State Road 84, Dania Beach

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: ARTMARINE TRACT 140-3 B

Folio Number(s): 5042 19 22 0010 Legal Description: Tract "A" & PT of Tract "B" lying

within Sec. 20-50-42

Applicant/Consultant/(Legal Representative) (circle one) Stephanie J. Toothaker / Tripp Scott

Address of Applicant: 110 SE 6th Street, 15th Floor, Fort Lauderdale, FL 33301

Business Telephone: 954-765-2905 Home: _____ Fax: 954-761-8475

E-mail address: sjt@trippscott.com

Name of Property Owner: Arthur B. Choate

Address of Property Owner: 3100 State Road 84, Fort Lauderdale, FL 33312

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Rezone to an appropriate marina use category (from C-1 to IROM-AA)

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: 2.36 Prop. Square Footage: 103,036

Existing Use: Marina/storage/repair Proposed Use: Marina/storage/repair

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: Arthur B. Chazotte
(Owner / Agent signature*)

BEFORE ME THIS 21st DAY OF June, 2016

By:

Enrique D. Zamora
(Print name of person acknowledging)

(Joint owner signature if applicable)

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



Enrique D. Zamora
Commission # FF970275
Expires: March 10, 2020
Bonded thru Aaron Notary

Personally known _____ or Produced Identification X

Type of identification produced: _____ or Drivers License X Florida

***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.**

STEPHANIE J. TOOTHAKER, MATTHEW H. SCOTT
(954) 525-7500
sjt@trippscott.com, mhs@trippscott.com



JUNE 8, 2016



VIA HAND DELIVERY

MARC LAFERRIER, DIRECTOR
PLANNING AND ZONING DIVISION
CITY OF DANIA BEACH
100 W. DANIA BEACH BLVD.
DANIA BEACH, FL 33004

Re: ARTMARINE, INC.
Rezoning Justification Narrative and Criteria Response

Dear Marc:

This firm represents ArtMarine, LLC ("Applicant"), which owns real property located at 3100 State Road 84 in Dania Beach, Florida ("property"). The property is located on the south side of State Road 84 and north of the I-595 overpass. On behalf of the applicant we are submitting an application to rezone the property from Neighborhood Office and Banking District (C-1) to the more appropriate Industrial-Research Office-Marine Airport Approach District (IROM-AA).

Included in the application package is the signed and notarized application, a check made out to the City of Dania Beach, the signed/sealed survey of the property, and our written responses to the criteria required per LDR, Section 645-40.

Please feel free to contact us at 954-525-7500, if you have any questions or require any additional information.

Sincerely,

STEPHANIE TOOTHAKER MATTHEW H. SCOTT

Enclosures

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301
Post Office Box 14245 • Fort Lauderdale, Florida 33302
1294588v1 306704.0001 Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Tallahassee

ARTMARINE, LLC
REZONING JUSTIFICATION STATEMENT AND CRITERIA RESPONSE

In accordance with Land Development Code, Section 645-40, Review criteria;

1. The request is consistent with the City's Comprehensive Plan.

Response: The subject property currently has an Industrial future land use designation on the City of Dania Beach's Future Land Use Map. The uses permitted in the proposed IROM-AA zoning district are consistent with the Industrial land use designation. Therefore, the proposed application is consistent with the City's Comprehensive Plan.

2. The request is consistent with all applicable redevelopment plans, corridor plans, neighborhood plans, and master plans approved by the City Commission.

Response: As verified with the City of Dania Beach's Planning and Zoning staff, there are currently no neighborhood plans, master plans or redevelopment plans under consideration for this area.

3. The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts; and
 - a. The request furthers the city's adopted community redevelopment plan, if applicable; or
 - b. An error or ambiguity must be corrected; or
 - c. There exists changes or changing conditions which make approval of the request appropriate; or
 - d. Substantial reason exist why the property cannot be used in accordance with the existing zoning; or
 - e. The rezoning is appropriate for the orderly development of the city and is compatible with existing (conforming) adjacent land uses, and planned adjacent land uses.

Response: The parcel is currently zoned Neighborhood Office and Banking District (C-1), which provides for a limited range of neighborhood-serving commercial uses. C-1 is intended to implement the Commercial category of the comprehensive plan. The C-1 zoning district is more suited for parcels located along a light commercial corridor and/or inland area, where residents and tourists would have access to office uses and banking facilities. The current project location is located along State Road 84 adjacent to other marine uses with marine storage, repair and parking as their main uses. Although the Applicant was unable to confirm this, it seems the C-1 zoning of this property may have arose from an error. The property clearly should have been zoned IROM-AA when Dania Beach annexed it. No special advantage would be provided to the Applicant by this rezoning. In fact, approving the rezoning request would create more continuity of the IROM-AA zoning district in this area.

As alluded to above, it is not known if the current C-1 zoning of the parcel is in fact a scrivener's error or if a mistake was made when the property was annexed from the County. Other existing properties with similar marina uses along the same State Road 84 corridor were annexed from Broward County and zoned into either the Industrial-Research Office-Marine Airport Approach (IROM-AA) district or General Industrial (IG) district.

The Applicant requests to be rezoned to the IROM-AA district, which provides for marine, office, light industrial, limited commercial uses, research uses and outdoor uses including storage, parking, display and similar uses located outside of completely enclosed buildings. This zoning district will allow for the marina to operate as it does currently and would not create a non-conforming use and will remain aligned with adjacent land uses and businesses.

Prepared By and Return to:

NICHOLAS E. CHRISTIN, ESQUIRE
Wicker, Smith, O'Hara, McCoy
& Ford, P.A.
2800 Ponce de Leon Boulevard, Suite 800
Coral Gables, FL 33134

Property ID #5042 19 22 0010

THIS QUIT CLAIM DEED, executed this 15 day of December, 2011, by **ARTHUR B. CHOATE**, first party, to ARTMARINE, LLC, a Florida limited liability company, whose post office address is 1390 South Dixie Highway, Suite 2221, Miami, FL 33146, second party. (Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of Ten (\$10.00) Dollars, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the second party forever, all right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward and State of Florida, to-wit:

ARTMARINE TRACT, ACCORDING TO THE Plat thereof, as recorded in Plat Book 140, Page 3 of the Public Records of Broward County Florida; Less; that portion of Tract B of ARTMARINE TRACT lying within the East 220 feet of Section 19, Township 50 South, Range 42 East.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

SUBJECT TO: real property taxes for the current year and subsequent years; conditions, restrictions and limitations of record, however, this provision shall not serve to reimpose conditions, restrictions and limitations which have been barred by operation of law; and applicable zoning ordinances.

2

The second party is hereby vested with full power and authority to either protect, conserve and to sell, or to lease, or to encumber or otherwise manage and dispose of the real property hereby conveyed.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Nicholas E. Christin
Witness Signature
Printed Name

ARTHUR B. CHOATE
ARTHUR B. CHOATE
Printed Name

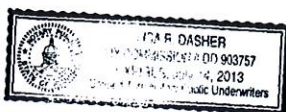
Kimberly Place
Witness Signature
Printed Name

1390 South Dixie Highway, Suite 2221
Miami, FL 33146
Post Office Address

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ARTHUR B. CHOATE, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. (Check one:) Said persons are personally known to me. Said person provided the following type of identification: .

Witness my hand and official seal in the State and County last aforesaid this 15th day of December, 2011.



Lisa R. Dasher
Notary Signature
Lisa R. Dasher
Printed Name
Expires 7/14/2013

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

ARTMARINE, INC.

Filing Information

Document Number	F99853
FEI/EIN Number	59-2218844
Date Filed	09/20/1982
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/21/1985

Principal Address

3100 STATE ROAD 84
FORT LAUDERDALE, FL 33312

Mailing Address

3100 STATE ROAD 84
FORT LAUDERDALE, FL 33312

Registered Agent Name & Address

CHOATE, ARTHUR B.
3100 STATE ROAD 84
FORT LAUDERDALE, FL 33312

Officer/Director Detail**Name & Address**

Title PSD

CHOATE, ARTHUR B
3100 STATE ROAD 84
FT LAUDERDALE, FL

Title VTS

CHOATE, ARTHUR B
3100 ST RD 84
FT. LAUDERDALE, FL

Annual Reports



The just values displayed below were set in compliance with [Sec. 193.011, Fla. Stat.](#), and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

[Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.](#)

IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2016, to see the actual proposed 2016 assessments and portability values.

	County	School Board	Municipal	Independent
Just Value	\$2,072,030	\$2,072,030	\$2,072,030	\$2,072,030
Portability	0	0	0	0
Assessed/SOH	\$2,072,030	\$2,072,030	\$2,072,030	\$2,072,030
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,072,030	\$2,072,030	\$2,072,030	\$2,072,030

Special Assessments

 $\frac{1}{2}$

ORDINANCE NO. 2016-020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY STEPHANIE TOOTHAKER, AGENT FOR THE PROPERTY OWNER FLORIDA ARTMARINE, LLC, TO REZONE PROPERTY LOCATED AT 3100 STATE ROAD 84, DANIA BEACH, FLORIDA; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD OFFICE AND BANKING DISTRICT (C-1) TO INDUSTRIAL-RESEARCH OFFICE-MARINE AIRPORT APPROACH (IROM-AA), SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 645, “Rezoning” of the City Code of Ordinances (the “City Code”), Stephanie Toothaker, Esq., agent for the property owner, Artmarine, LLC (the “Applicant”), has applied to the City of Dania Beach (the “City”) for approval of a rezoning (Application RZ-70-16) for property legally described in Exhibit “A”; and

WHEREAS, the City Planning and Zoning Advisory Board, sitting as the Local Planning Agency, held a duly advertised public hearing on August 17, 2016 and determined that the proposed rezoning is consistent with the goals and objectives of the City of Dania Beach Comprehensive Plan (the “Comprehensive Plan”), and therefore, recommended approval of the proposed rezoning; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the proposed rezoning will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan;

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

Section 1. The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. That the rezoning request (RZ-70-16) filed by Stephanie Toothaker, Esq., agent for the property owner Artmarine, LLC, for property located at 3100 State Road 84, in the

City of Dania Beach, Florida, is granted and the parcel legally described in Exhibit “A” is rezoned from Neighborhood Office and Banking District (C-1) to the Industrial-Research Office-Marine Airport Approach (IROM-AA) zoning classification, a copy of which request is attached to this Ordinance.

Section 3. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

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

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

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on September 13, 2016.

PASSED AND ADOPTED on second reading on _____, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 100 “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS,” CONCERNING MIXED-USE ZONING DISTRICTS; AMENDING ARTICLE 305 “INCENTIVES” CONCERNING VOLUNTARY SUSTAINABLE BUILDING PRACTICES; AMENDING ARTICLE 330 “COMMUNITY FACILITIES DISTRICT (CF)” CONCERNING SPECIAL EXCEPTION USES; AMENDING ARTICLE 510 “PRINCIPAL ARTERIAL COMMERCIAL DESIGN STANDARDS” CONCERNING APPEARANCE STANDARDS FOR CANOPIES; AMENDING ARTICLE 610 “PUBLIC HEARING NOTICES” CONCERNING PUBLIC NOTICE REQUIREMENTS AND STANDARDS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Staff Report, Application, Ordinance



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

DATE: September 13, 2016

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, LEED G.A., Planning and Zoning Manager *CL Lajoie*

SUBJECT: **TX-75-16:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (FIRST READING).

REQUEST

TEXT AMENDMENT

1. To correct typographical error to properly identify the abbreviation for South Federal Highway – Mixed Use zoning district; Section 100-60.
2. To amend the sustainable building practices requiring performance bond prior to issuance of a Certificate of Occupancy; Section 305-50.
3. To include reference to the City's Land Use Plan; Figure 303-30.
4. To amend canopy requirement from a required clearance to a minimum clearance height; Section 510-30.
5. To amend the Table of public notice requirements to match the procedures identified for plat and vacation of right-of-way; Section 610-20.
6. To include requirement for temporary alcohol permits; Article 675.

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

1. SFED-MU

This proposed amendment will correct a typographical error and properly identify the abbreviation for South Federal Highway – Mixed Use zoning district as SFED-MU.

2. SUSTAINABLE BUILDING PRACTICES

This amendment will require a performance bond prior to issuance of a Certificate of Occupancy. Today the LDC requires the performance bond prior to issuance of a building permit. In addition, the amendment will require a descending percentage of the total cost of construction based on size of the building, currently the percentage in ascending. These changes are typical practices in the industry.

3. CITY'S LAND USE PLAN

This change will include reference to the City's Land Use Plan. Currently only the Broward County Land Use Plan is referenced.

4. CANOPY REQUIREMENTS

This code amendment will identify minimum height clearances. Today the LDC identified the heights as requirements.

5. PUBLIC NOTICE REQUIREMENTS

The proposed change will identify public notice requirements to match the procedures identified for plat and vacation of right-of-way.

6. TEMPORARY ALCOHOL PERMIT

The proposed amendment will include requirements for temporary alcohol permits where currently there are none required.

This application will be heard by the City Commission at two (2) public hearings.

PLANNING AND ZONING BOARD PREVIOUS ACTION

On August 17, 2016 the Planning and Zoning Board recommended approval of these amendment.

RECOMMENDATION

Approve the ordinance granting the proposed Land Development Code text amendments.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

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

☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: _____



THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, 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. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: _____

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: See Attached Ordinance

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 29th DAY OF August, 2016

By:

Marc LaFerrier

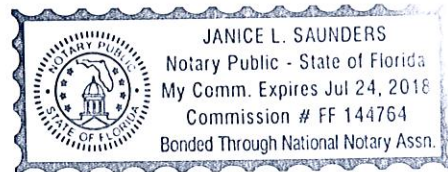
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

Janice Saunders

(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

ORDINANCE NO. 2016-021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 100 "GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS," CONCERNING MIXED-USE ZONING DISTRICTS; AMENDING ARTICLE 305 "INCENTIVES" CONCERNING VOLUNTARY SUSTAINABLE BUILDING PRACTICES; AMENDING ARTICLE 330 "COMMUNITY FACILITIES DISTRICT (CF)" CONCERNING SPECIAL EXCEPTION USES; AMENDING ARTICLE 510 "PRINCIPAL ARTERIAL COMMERCIAL DESIGN STANDARDS" CONCERNING APPEARANCE STANDARDS FOR CANOPIES; AMENDING ARTICLE 610 "PUBLIC HEARING NOTICES" CONCERNING PUBLIC NOTICE REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 100 “General Use Regulations Applying To All Zoning Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

Sec. 100-60. - Establishment of zoning districts.

The restrictions and controls intended to regulate development in each district are uniform for each class or kind of categorical delineation or distinction. For the purposes of protecting, promoting and improving the public health, safety and the general welfare of the citizens and residents, the city is divided into the following districts:

District map designation	Full district title	Intent and purpose of district
(B) Mixed-use zoning districts		
RO	Residential Office District	Provides for small-scale professional offices on lots fronting major arterial roadways while still permitting a principal dwelling unit in the same building, and maintaining the residential character of the adjacent neighborhood. These are often single-family homes that are no longer viable due to road widenings and related noise. Implements the Commercial and Residential categories of the comprehensive plan. Use of the commercial or residential flexibility rules of the Broward County Land Use Plan Administrative Rules Document may be required.
NBHD-MU	Neighborhood Mixed-Use District	Provides for neighborhood-serving commercial uses, townhouses, apartments and limited assembly, repair and fabrication that are compatible with residential and commercial uses. The district is applied in a linear fashion, typically to frontage properties along certain collector streets that border or traverse neighborhoods. Front yards are minimized, with buildings close to the street, and rear yard and on-street parking facilities. Implements the Regional Activity Center category of the comprehensive plan.
SFH-MU <u>SFED-MU</u>	South Federal Highway Corridor	Encourages medium-intensity redevelopment of the corridor with a mix of retail, office, residential, and lodging uses with a design emphasis on pedestrian street life in a manner that supports public transit, while creating interest and fostering

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

District map designation	Full district title	Intent and purpose of district
	Mixed-Use District	investment in the immediate neighborhood. This will be accomplished through a mix of residential and commercial uses along the corridor, built close to the street, with parking facilities behind buildings. Implements the Regional Activity Center category of the comprehensive plan.
GTWY-MU	Beach Gateway Mixed-Use District	Capitalizes on the proximity of conservation areas, waterways and the beach by preserving additional land, thus enhancing the area's assets. This will be accomplished by allowing relatively tall buildings built near the street, in order to allow for a reduction in building footprint and consolidation of the developed area, while providing a landscaped yard between the building and street to differentiate this zone from the more urban EDBB-MU zone. Implements the Regional Activity Center category of the comprehensive plan.

Section 3. That Article 305 “Incentives” of the City of Dania Beach Land Development Code is amended to read as follows:

Sec. 305-50. - Sustainable building practices; voluntary green building/development program.

(H) *Performance bond.* Participants in the voluntary green building program, ~~at the time of building permit application~~ prior to issuance of a Certificate of Occupancy, shall post a performance bond, letter of credit or other form of surety approved by the city attorney.

(1) The amount of the required performance bond, letter of credit or other approved form of surety shall be calculated as follows for projects seeking the incentive bonus for meeting third-party certification requirements:

- (a) ~~Two (2)~~ Four (4) percent of the total cost of construction for a development of less than one hundred thousand (100,000) square feet of building area.
- (b) Three (3) percent of the total cost of construction for a development of up to two hundred thousand (200,000) square feet of building.
- (c) ~~Four (4)~~ Two (2) percent of the total cost of construction for any building greater than two hundred thousand (200,000) square feet.

Section 4. That Article 330 “Community Facilities District (CF)” of the City of Dania Beach Land Development Code is amended to read as follows:

Sec. 330-30. - Special exception uses.

(e) Residential care facilities and adult residential care facilities (pursuant to special residential facilities provisions of the Broward County Land Use Plan and City of Dania Beach) [see subsection 330-40(c)].

Section 5. That Article 510 “Principal Arterial Commercial Design Standards” of the City of Dania Beach Land Development Code is amended to read as follows:

(J) Canopies, if utilized, shall ~~be restricted to a~~ provide a minimum clearance of fourteen (14) feet in height for areas accommodating vehicles and a ~~maximum~~ minimum clearance of ten (10) feet in height for non-vehicular areas, and shall be consistent with the main building design. The canopy columns shall be architecturally finished to match the building.

Section 6. That Article 610 “Public Hearing Notices” of the City of Dania Beach Land Development Code is amended to read as follows:

Sec. 610-20. - Table of public notice requirements.

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED?	OTHER NOTICE
Plat	Planning & Zoning Board	10 days	Standard Ad	Not Required	No	Posting at City Hall
	City Commission	10 days	Standard Ad	Within 300 feet	No	Posting at City Hall
Vacation of right-of-way	<u>Planning and Zoning Board</u>	<u>10 days</u>	<u>Standard Ad</u>	<u>Properties fronting the street segment proposed for vacation</u>	<u>Yes</u>	<u>Posting at City Hall</u>
	City Commission	10 days	Standard Ad	Properties fronting the street segment proposed for vacation	Yes	Posting at City Hall

Section 7. 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 8. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 9. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 10. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on September 13, 2016.

PASSED AND ADOPTED on second reading on _____, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY