

AGENDA
DANIA BEACH CITY COMMISSION
HYBRID REGULAR MEETING
WEDNESDAY, NOVEMBER 9, 2022 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Special Event request from Marina84 Sports Bar & Grill to host "Marina 84 Bike Night" every Wednesday beginning January 4, 2023, through Wednesday, December 27, 2023, to be held at 2440 West State Road 84, from 5:00 p.m. – 11:00 p.m. (*Community Development*)

2. Special Event request from Dania Live 1748 and Dania Live II 1748, LLC to host “Dania Pointe Annual Events 2023” beginning January 1, 2023 through December 31, 2023, to be held at various locations throughout Dania Pointe (*Community Development*)
3. Special Event request from Dania Entertainment Center to host “The Florida Mega Market” to be held at 301 E. Dania Beach Boulevard on December 17, 2022, from 11:00 a.m. – 6:00 p.m. (*Community Development*)

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of October 25, 2022 City Commission Hybrid Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2022-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Attorney*)

4. RESOLUTION NO. 2022-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE

OF THE COUNTY’S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney

Proposed Interlocal Agreement regarding Airport

3. City Clerk - Reminders

Monday, November 21, 2022 - 6:00 p.m.
Monday, November 21, 2022 - 7:00 p.m.
Tuesday, December 13, 2022 - 5:30 p.m.
Tuesday, December 13, 2022 - 7:00 p.m.

Organization Meeting
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH CITY COMMISSION MEETING
NOVEMBER 9, 2022 at 7:00 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Hybrid” City Commission Meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, in accordance with Ordinance No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19).

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using Zoom

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: Join Zoom via the browser and enter using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such 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. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach Hybrid City Commission Meeting
November 9, 2022 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/88923745279>

Using your telephone

One tap mobile :

US: +19294362866,,88923745279# or +13017158592,,88923745279#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or
+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 889 2374 5279

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Marina84 Sports Bar & Grill to host “Marina 84 Bike Night” every Wednesday beginning January 4, 2023, through Wednesday, December 27, 2023, to be held at 2440 West State Road 84, from 5:00 p.m. – 11:00 p.m.

Purchasing Requests ONLY

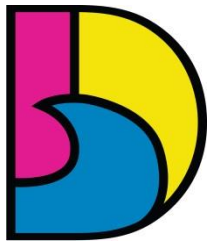
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Marina 84 Annual Bike Night Special Event Memo, Marina 84 Permit Application 2023



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, Deputy City Manager
Eleanor Norena, CFM, Community Development Director *Eleanor Norena, CFM*

RE: Special Events Application Request from Rajiv Pandey to host a "Marina 84 Annual Bike Night" scheduled for every Wednesday beginning January 5, 2023, through December 28, 2023.

Request

A Special Event approval is being requested by Rajiv Pandey on behalf of Tropical Paradise Resort LLC, to host "Marina 84 Bike Night" every Wednesday evening beginning January 5, 2023, through December 28, 2023 from 5:00pm- 11:00 pm.

Background

This proposed event is a re-occurring event on private property located at 2440 West State Road 84, Marina 84 Sports Bar & Grill, every Wednesday night for the year of 2023. This event was approved last year by City Commission and the Community Development Department has not received any objects to this event from the surrounding property owners. This event utilizes a DJ and sound system on the private patio and parking lot of the existing restaurant and hotel. The event organizer will hire a BSO detail to attend all the proposed events in their entirety as they have done in the past.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

The Community Development Department has not received any complaints regarding these events held this year and is recommending the City Commission approve the special events application request in whole.

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	BSO detail deputies will be required.

PART II: APPLICANT

Organization Name _____ **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: _____ **City, State, Zip:** _____

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

Email Address: _____ **Phone:** _____

Event Coordinator Name _____ **Phone:** _____

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

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

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

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

Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

Alcohol for Sale ____ Yes ____ No **Alcohol for Fee** ____ Yes ____ No

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

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

Amusement Ride ____ Yes ____ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ____ Yes ____ No **Generator** ____ Yes ____ No **Amount of Kilowatts** _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ____ Yes ____ No

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

Fencing or Barricades ____ Yes ____ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ____ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ____ Yes ____ No

Food Trucks ____ Yes ____ No

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

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

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

____ Yes ____ No

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

N/A Electric Grill(s) # ____ Gas Grill(s) # ____ Charcoal Grill(s) # ____ Smoker Grill(s) # ____

Grease Fryer(s) # ____ Oven(s) # ____ Electric Range Burner(s) # ____ Gas Range Burner(s) # ____

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ____ Yes ____ No

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

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

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

Days and times music will be played: _____

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

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

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

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

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ____ Yes ____ No

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

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

Security/Police ____ Yes ____ No

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ____ Yes ____ No

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

Quantity and size of each? _____

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

Toilets ____ Yes ____ No

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

Transportation Plan ____ Yes ____ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

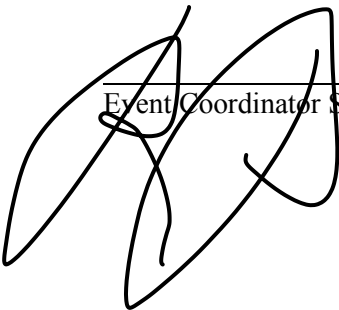
Site Plan must include the following with application:

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

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

Event Coordinator Signature

Date



Good night.
Great savings.



BY CHOICE HOTELS

08-24-22

Name – RAJIV PANDEY

Title - GENENERAL MANAGER

Company Name – MARINA 84 RESTAURANT

Street Address – 2440 STATE ROAD 84

City, ST Zip Code – CITY OF DANIA BEACH, FL. 33312

Salutation: To whom it may concern:

This letter to be presented to the City of Dania Beach with the purpose of acquiring a permit for the event to take place in the MARINA 84 RESTAURANT in the front patio and parking lot, will serve as a confirmation that we allow the manager of Marina 84 Rajiv Pandey to have such event.

If you have any question, please contact me as the Managing Member of the Tropical Paradise Resort LLC. DBA Rodeway Inn and Suite

My Name is: Marcos Fintz

My Cell Number is: 954-557-0323

Thank you for your cooperation.

Yours Truly:

A handwritten signature in blue ink, appearing to read 'M. Fintz', positioned above a horizontal line.

Marcos Fintz Managing Member

oad 84

W State Road

PARKING LOT

Marina 84 Sports
Bar & Grill



police billing proof

Customer	Name	Unit	Acctg Date	Item ID	Entry Type	Amount
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/15/2021	1593029	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/21/2021	1593029	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/27/2022	1629092DB	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	1629092DB	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/9/2022	1629094DB	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	1629094DB	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/7/2022	2002681	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2002681	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/2/2022	2003654	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2003654	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/26/2022	2019365	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	2/24/2022	2019365	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/22/2021	2028708	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/25/2021	2028708	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/26/2021	2028710	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/30/2021	2028710	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/29/2021	2028711	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/30/2021	2028711	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/20/2021	2028766	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/22/2021	2028766	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/8/2022	2029156	IN	162.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2029156	PY	-162.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/8/2022	2029157	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2029157	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/21/2022	2029160	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029160	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/21/2022	2029161	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029161	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/10/2022	2029162	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2029162	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/9/2022	2031226	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2031226	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/20/2022	2031676	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2031676	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/21/2022	2032046	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022	2032046	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/18/2022	2032056	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2032056	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/18/2022	2032057	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022	2032057	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/11/2021	2043957	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/2/2021	2043957	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/18/2021	2043958	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/20/2021	2043958	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	12/30/2021	2044475	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022	2044475	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/17/2022	2045658	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022	2045658	PY	-216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/22/2021	2047803	PY	-156.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/23/2022	2051279	IN	216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022	2052439	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	12/4/2021	2052591	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022	2052591	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022	2052655	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022	2052659	PY	-208.000

00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/8/2022 2053004	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022 2053004	PY	-216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022 2054167	PY	-216.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022 2054709	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	12/20/2021 2055874	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/7/2021 2074143	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/13/2021 2074143	PY	-156.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/22/2021 2075001	IN	156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/25/2021 2075001	PY	-156.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/23/2021 2075194	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	9/28/2021 2075194	PY	-208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/13/2021 2075197	IN	208.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/13/2021 2075197	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022 2076402	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	1/24/2022 2076416	PY	-208.000
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00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2098135	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	5/21/2022 2098149	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022 2098149	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/29/2022 2102242	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2102242	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/23/2022 2102798	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/6/2022 2102798	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/22/2022 2103826	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2103826	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/23/2022 2108753	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2108753	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/23/2022 2108757	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2108757	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	3/31/2022 2108758	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	4/11/2022 2108758	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	6/10/2022 2109003	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022 2109003	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/2/2022 2109005	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022 2109005	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/2/2022 2109006	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/25/2022 2109006	PY	-216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	10/27/2021 2110627	IN	208.000
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					0.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/30/2022 2109017	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/28/2022 2053034	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/17/2022 2009681	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/13/2022 2125252	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	8/13/2022 2125253	IN	216.000
00010244	Marina 84 Sports Bar & Grill, LLC	SP603	7/30/2022 2125426	IN	216.000

1296.000

Unit	Deposit ID	Seq	Payment ID	Acctg Date	Entry	Currency
SP603	10121	4	35467541	7/25/2022	-1,512.00	USD
SP603	10039	3	35013243	6/6/2022	-2,376.00	USD
SP603	9938	2	34505213	4/11/2022	-1,890.00	USD
SP603	9852	1	34067092	2/24/2022	-648	USD
SP603	9782	3	33804323	1/24/2022	-2,209.00	USD
SP603	9727	1	071000287013320	12/20/2021	-832	USD
SP603	9635	3	32739767/592466	10/21/2021	-208	USD
SP603	9625	8	32739767	10/13/2021	-364	USD
SP603	9589	5	32739767	9/28/2021	-416	USD
SP603	9567	2	32739767	9/20/2021	-156	USD
SP603	9566	1	32592466	9/2/2021	-208	USD
SP603	9461	6	32021098	7/22/2021	-312	USD
SP603	9425	8	1964389/1891753	6/30/2021	-416	USD
SP603	9398	6	31891753	6/25/2021	-312	USD
			Payment Received			
			Total			
					-11,859.00	

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Dania Live 1748 and Dania Live II 1748, LLC to host “Dania Pointe Annual Events 2023” beginning January 1, 2023 through December 31, 2023, to be held at various locations throughout Dania Pointe

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Dania Pointe Annual Events Memo_, Dania Pointe Annual Special Events Application 22-23, DANIA POINTE 2023 EVENT PROGRAM SCHEDULE



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, ICMA- CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director *Eleanor Norena, CFM*

RE: Special Events Application Request from Emily Wise to present the Dania Pointe Event Program beginning January 1, 2023, through December 31, 2023.

Request

A Special Event approval is being requested by Emily Wise on behalf of Dania Live LLC to host multiple events through-out the year beginning January 1, 2023, through December 31, 2023.

Background

The proposed events are to be held at various locations through-out the Dania Pointe shopping center. These weekly events include live entertainment, music and strolling performers which will take place every Friday from 6pm to 10pm; Saturdays from 1pm to 10pm and Sundays from 2pm to 6pm. Dania Pointe is also proposing a Wellness Wednesday that includes Yoga, Zumba and Aromatherapy; every Wednesday between 6pm and 7pm.

Other proposed holiday and seasonal themed events located in the Lawn Area:

- **Holiday Artesian Market** every 2nd and 4th Friday from 5pm to 10pm beginning November 25th until December 23rd;
- **Snow at Dania Pointe** every Friday and Saturday night from 7pm -7:30pm starting November 24th until December 22nd;
- **Real Snowman** every Saturday and Sunday at 12pm beginning November 25th until December 17th;
- **Spring Bubble Bash** every Saturday and Sunday from 2pm to 7pm beginning April 1st until April 9th;
- **Summer Bubble Bash** every Saturday and Sunday from 2pm to 7pm beginning June 17th until September 4th

All reoccurring events will be set up between one to three hours before each event start time and will be taken down within three hours post event time.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole.

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raise
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	No concerns raised



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: _____

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

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

Is your event located on the beach? ____ Yes ____ No

Location: _____

Expected maximum attendance _____ Expected sustained attendance _____

Has this event been held in the past? ____ Yes ____ No

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

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

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 1:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

All recurring events will be setup between 1-3 hours before each event start time (as listed in documentation attached) and will be taken down within 3 hours post event time.

PART II: APPLICANT

Organization Name _____ **Name of Authorized Signatory** _____
For-Profit **Non-Profit** **Private** (as registered in Sunbiz)

Address: _____ **City, State, Zip:** _____

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

Email Address: _____ **Phone:** _____

Event Coordinator Name _____ **Phone:** _____

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

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

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **Fax:** _____

Event Production Company (if other than applicant) _____

Address: _____ **City, State, Zip:** _____

Contact Name: _____ **Title:** _____

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

Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

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

Alcohol for Sale ____ Yes ____ No **Alcohol for Fee** ____ Yes ____ No

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

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

Amusement Ride ____ Yes ____ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

Electricity ____ Yes ____ No **Generator** ____ Yes ____ No **Amount of Kilowatts** _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ____ Yes ____ No

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

Fencing or Barricades ____ Yes ____ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ____ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ____ Yes ____ No

Food Trucks ____ Yes ____ No

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

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

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

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

Music ____ Yes ____ No

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

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

Stages ____ Yes ____ No Type (wood, metal, trailer stage, etc.) _____

Stages may require permits.

Days and times music will be played: _____

How close is the event to the nearest residence? _____

It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

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

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

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ____ Yes ____ No

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

Company Name _____ Contact _____ Phone _____

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

Security/Police ____ Yes ____ No

Name _____ Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ____ Yes ____ No

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

Quantity and size of each? _____

Company Name _____ Contact _____ Phone _____

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

Toilets ____ Yes ____ No

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

Transportation Plan ☐ Yes ☐ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

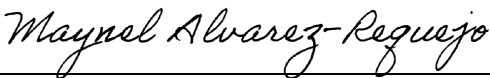
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

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



Event Coordinator Signature

Date

DANIA POINTE 2023 EVENT PROGRAM SCHEDULE

Event / Program	Center Location	Time
Live Music - performer(s)	Lawn Area	Fri 6 PM - 10 PM Sun 12 - 4 PM
Live Music - DJ's	Lawn Area	Fri 6 PM - 10 PM Sun 12 - 4 PM
Themed Performers (fire dancers, cultural performers, etc.)	Lawn Area	Varies by day
Wellness Wednesdays (Yoga, Zumba, aromatherapy, etc.)	Lawn Area	Every Wednesday 6PM and 7PM
Cultural Saturdays (dancers, performances, live music, etc)	Lawn Area	Every Saturday 6PM - 10PM
Family Sundays (Family Picnics & Lawn Games)	Lawn Area	Every Sunday 12PM - 4PM
Lawn Library Program (Give a book / take a book)	Lawn Area	OPEN 24/7
Night Market (2nd and 4th Sunday of every month through November. 1st, 2nd and 3rd Friday in December)	Lawn Areas and Lawn/Fountain Area	2nd and 4th Fri 5PM - 10PM
Snow at Dania Pointe (Fri-Sun Nov. 24 - Dec. 22)	Lawn Area	Fri - Sun 7PM - 7:30PM
Real SnowMan (every Saturday and Sunday from Nov. 25 - Dec. 17)	Lawn Area	Sat & Sun starting at 12 PM
Dania Pointe Food and Wine Festival	Entertainment District of Dania Pointe (N. Compass Way across from the Mariott)	TBD
Dania Pointe 5K (5k race throughout the property)	Beginning / ending at Dania Pointe lawn along with streets throughout the property and city	TBD
Spring Bubble Bash (every Saturday and Sunday from Apr 1 - Apr 9)	Lawn Area	April 1 - April 9 Sat & Sun 2PM - 7PM
Summer Bubble Bash (every Saturday and Sunday from Jun 17 - Sep 4)	Lawn Area	Jun 17 - Sep 4 Sat & Sun 2PM - 7PM
Dania Pointe Exotic Car Show	Multiple Parking Lots throughout the property	Nov 13, 2022 7AM - 5PM

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Dania Entertainment Center to host “ The Florida Mega Market” to be held at 301 E. Dania Beach Boulevard on December 17, 2022, from 11:00 a.m. – 6:00 p.m.

Purchasing Requests ONLY

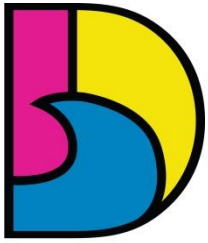
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

The Florida Mega Market at Dania Casino - Memo_, The Florida Mega Market - Special Event Application, Florida Mega Market - Site Plan



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, ICMA- CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director *Eleanor Norena, CFM*

RE: Special Events Application Request from Joe Eshkenazi to host a "The Florida Mega Market" scheduled for Saturday, December 17, 2022.

Request

A Special Event approval is being requested by Joe Eshkenazi behalf of Dania Entertainment Center, to host "The Florida Mega Market" Saturday, December 17, 2022, from 11:00am- 6:00 pm.

Background

The requested event is proposed to be held at the Casino at Dania Beach located at 301 E. Dania Beach Blvd, Dania Beach, FL. This event will be a marketplace (flea market) with up to 100 vendors selling merchandise/goods, to include ten food trucks and DJ/band for entertainment. This event will be held in the VIP parking area (SW corner) of the existing casino parking lot. The organizers will not charge admission to the event but will have food and drinks for sale, to include alcohol. The event will be required to have both BSPO Fire and Police detail during the event.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole.

Department Review:	Comments:
BSO Fire: Fire Prevention	BSO Fire detail is required (see email for conditions of approval)
Building Official	Building permits are required
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	BSO detail is required



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: The Florida Mega Market x

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

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

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

Location: Casino Dania Beach 301 E. Dania Beach Blvd

Expected maximum attendance 1,000 Expected sustained attendance 350

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

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

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

This is a Market place with up to 100 vendors selling merchandise

We will have up to 10 Food Trucks & Live Dj/Entertainment

This event will be in the Casino VIP Parking Area

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	12/17/22	Saturday	8AM AM/PM	6PM AM/PM	_____
EVENT DAY 1:	12/17/22	Saturday	11AM AM/PM	6PM AM/PM	_____
EVENT DAY 2:	_____	_____	_____AM/PM	_____AM/PM	_____
EVENT DAY 3:	_____	_____	_____AM/PM	_____AM/PM	_____
BREAKDOWN:	12/17/22	Saturday	6PM AM/PM	_____AM/PM	_____

PART II: APPLICANT

Organization Name Dania Entertainment Center **Name of Authorized Signatory** Arnaldo Suarez
For-Profit ☐ Non-Profit ☐ Private ☐ (as registered in Sunbiz)
Address: 301 E. Dania Beach Blvd **City, State, Zip:** Dania Beach FL 33004
Date of registration: _____ **State registered in:** _____ **Federal ID #** _____
Email Address: joseph.eshkenazi@daniacasino.com **Phone:** 954-342-1281
Event Coordinator Name Joe Eshkenazi **Phone:** 954-342-1281
Title: Director of Entertainment & Events **Phone:** 954-342-1281 **Cell:** 786-261-8729
Email address: joseph.eshkenazi@daniacasino.com **Fax:** _____
Additional Contact Name Jeff Banks **Will you be on site?** ☒ Yes ☐ No
Title: Entertainment Manager **Phone:** 954-342-1281 **Cell:** 954-218-4338
Email address: jeff.banks@daniacasino.com **Fax:** _____
Event Production Company (if other than applicant) Florida Mega Market
Address: _____ **City, State, Zip:** _____
Contact Name: Diego Caiola **Title:** CEO
Phone (day) _____ **(night)** _____ **Cell:** 786-506-5588
Email address: diego@thefloridamarketplacegroup.com **Fax:** _____

PART III: EVENT INFORMATION

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

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

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

Controlled by Dania Casino F&B Department

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

Amusement Ride _____ Yes ☒ No _____

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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

Events requiring electricity must be permitted.

Company: _____ **License #:** _____

Name of Electrician: _____ **Phone:** _____

Entertainment ☒ Yes ____ No

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

Fencing or Barricades ____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ____ No

Food Trucks ☒ Yes ____ No

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

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

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

☒ Yes ____ No

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ____ No

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

DJ or Live top 40 Band

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

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

Days and times music will be played: **11AM-6PM**

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

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

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

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

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

Sanitation & Waste

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

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

Company Name **Dania Entertainment Center** Contact _____ Phone _____

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

Security/Police ☒ Yes _____ No _____

Name **BSO** Phone _____

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

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes _____ No _____

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

Quantity and size of each? **up to 100 (10x10)**

Company Name _____ Contact _____ Phone _____

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

Toilets _____ Yes ☒ No _____

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

Transportation Plan _____ Yes ☒ No _____

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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4. Security needs – Security Plan – detail how event coordinator will manager security.

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


Event Coordinator Signature

10/7/22
Date



 Food Trucks
30ft space in between

 10x10 vendor

 Music tent

 Cornhole
Activity area

 Seating area



Date of Event: 12/17/2022
Venue: Casino @ Dania Beach
Location of Event: West lot of Casino
Parking lot

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 25, 2022 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Eve Boutsis
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James 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 Seaview Public Art installation presentation by Joseph Milton, President & CEO, J. Milton & Associates

Mr. Milton gave a PowerPoint presentation (attached to and incorporated into these minutes) and showed a short video on the proposed art for the Seaview I and II developments.

Mayor James extended her appreciation to Mr. Milton.

Mr. Milton responded to Commissioner Davis' comments and questions.

Commissioner Lewellen extended her appreciation for the turtle sculpture.

3.2 Presentation to Commissioner Lauren Odman - Commissioner Lori Lewellen

Commissioner Lewellen thanked Commissioner Odman for her hard work over the last four years and presented a vase to her from the City of Dania Beach.

Commissioner Odman thanked Commissioner Lewellen and the Commission and commented about the last four years serving as a Commissioner.

3.3 Human Resources Presentation

City Manager Garcia spoke about Commissioner Odman and noted she was the first Commissioner who interviewed her for the City Manager position. She also noted the many initiatives taken on by Commissioner Odman and she presented her with gift baskets containing Dania Beach merchandise.

Commissioner Odman thanked and commented on City staff and noted she is very grateful to them all.

Linda Gonzalez, Chief Human Resources Officer, introduced Ann Mierez, the new Deputy Director of Human Resources.

Human Resources Deputy Director Mierez extended her thanks and noted she looks forward to working with the team.

3.4 (Item added at meeting) Employee Appreciation Barbeque Picnic

Vice-Mayor Salvino presented a short video of the Employee Appreciation Picnic held on October 22nd and noted he was very happy to put it together with the support of the Commission and staff. He added there were over 200 in attendance and the sponsors paid for all the food, entertainment, and petting zoo. He would like to do this again next year.

Commissioners Davis and Lewellen thanked all the employees for their dedicated and hard work.

4. Proclamations

4.1 Family Court Awareness Month - Mayor James

Mayor James read the proclamation for Family Court Awareness Month and presented it to Ashley Chennai Sierra, Florida Protective Parents Association.

Ms. Sierra thanked the Commission and addressed the family court system.

4.2 Breast Cancer Awareness Month - Mayor James

Mayor James read the proclamation for Breast Cancer Awareness Month.

5. Citizen Comments

Bijal Chhadva, 1637 N. Victoria Park Road, Fort Lauderdale, spoke in favor of adding 4,000 dwelling units to the Regional Activity Center for him to be able to build a duplex on vacant land he owns. He is ready to create and submit plans, but there are currently no units available. He urged the Commission to approve 4,000 units when the item again comes before the Commission.

David Kaplan, 111 SE 3rd Avenue, spoke about complainant signatures being required for code enforcement violations and circulated photographs of various violations in the City. He also spoke about water leaks and water treatment.

Jonathan Thomas, 180 E. Dania Beach Boulevard, spoke about early voting at the Dania Beach Branch Library and the City not allowing campaign signs to be posted on City property.

William Turner, 1451 NW 2nd Street, gave his time to Mr. Thomas.

Mr. Thomas continued with comments about why the primary early voting site was allowed to have signs posted by the candidates, but the general election early voting site is not.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on the upcoming Annual Fall Festival and Night Out on Crime, BSO internship program, and Detective Carlos Morales handling of a residential burglary case.

Captain Sergio Pellecer, BSO District Fire Chief, addressed safety measures that should be taken during the Halloween season. He gave an update on departmental activities including call volumes.

7. Consent Agenda

Items added to Consent Agenda: #7.6

- 7.1 Minutes:
 - Approve Minutes of September 27, 2022 City Commission Hybrid Meeting
 - Approve Minutes of October 11, 2022 City Commission Hybrid Meeting

- 7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2022-161 ***Revised 10-25-2022***

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE PUBLIC ART INSTALLATION REQUEST MADE BY THE PROPERTY OWNER DANIA BEACH RENTALS, LLC, FOR THE SEAVIEW I AND II

DEVELOPMENTS, TO BE LOCATED AT 601 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7.4 RESOLUTION #2022-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 48th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE DIVISION (DIVISION) FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$177,575.00), AND TO AUTHORIZE THE CITY’S PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CDBG YEAR 48 SOLAR LIGHTS PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2022-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND KAILAS CORP. TO ADJUST THE COUNTY BUSINESS ENTERPRISE (CBE) REQUIREMENTS FOR THE SOUTHWEST 43RD TERRACE STORMWATER IMPROVEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Addendum (Title read by City Attorney)

7.6 RESOLUTION #2022-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA TO INCREASE FUNDING FOR SCHOOL RESOURCE OFFICERS FOR EVERY SCHOOL WITHIN BROWARD COUNTY, FLORIDA; PROVIDING FOR DISTRIBUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the addition of Item 7.6; seconded by Commissioner Odman. The motion carried unanimously.

8. Bids and Requests for Proposals

This item was taken up immediately following item #9.2.

8.1 RESOLUTION #2022-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY RATIFYING THE PUBLIC SERVICES DEPARTMENT’S ISSUANCE OF AN INVITATION TO BID (ITB) FOR THE REHABILITATION OF LIFT STATIONS 1, 2 AND 3 PROJECT; AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 22-026, ENTITLED “REHABILITATION OF LIFT STATIONS 1, 2 AND 3” TO SOUTHERN UNDERGROUND INDUSTRIES, INC, IN AN AMOUNT NOT TO EXCEED FOUR MILLION EIGHT HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Boutsis read the title of Resolution #2022-164.

Vice-Mayor Salvino motioned to adopt Resolution #2022-164; seconded by Commissioner Lewellen. The motion carried unanimously.

9. Public Hearings

9.1 ORDINANCE #2022-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO ADOPT AN AMENDMENT TO THE CITY OF DANIA BEACH COMPREHENSIVE PLAN TO UPDATE THE WATER SUPPLY PLANNING PROVISION, BY AMENDING THE TEXT FOR THE “SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT,” THE “CAPITAL IMPROVEMENTS ELEMENT,” THE “CONSERVATION ELEMENT,” AND THE “FUTURE LAND USE ELEMENT” ATTACHED AS COMPOSITE EXHIBIT “A,” AND INCORPORATED BY REFERENCE INTO THIS ORDINANCE; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) AND ALL OTHER UNITS OF LOCAL GOVERNMENT AND OTHER GOVERNMENTAL AGENCIES, AS REQUIRED BY LAW; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

City Attorney Boutsis read the title of Ordinance #2022-003.

Corinne Lajoie, Assistant Director of Community Development, gave a brief presentation on the Comprehensive Plan amendment to update the water supply planning provision.

Mayor James noted she wants to be sure this addresses the meters we are giving to developers or our residents.

Deputy City Manager Sosa-Cruz responded there are no restrictions or blocking off anyone from requesting an irrigation meter. That was discussed last time, and we made that change in the internal policy so people may request it if they wish.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-003, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.2 ORDINANCE #2022-031

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE OF FOUR MILLION EIGHT HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$4,821,520.00) APPROVED BY THE CITY COMMISSION, TO FUND THE REHABILITATION OF LIFT

STATIONS 1, 2 AND 3 PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Public Services)*

City Attorney Boutsis read the title of Ordinance #2022-031.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2022-031, on second reading; seconded by Commissioner Lewellen. The motion carried unanimously.

Item #8.1 was taken up at this time.

10. Discussion and Possible Action

There were no discussion items on the agenda.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of attending the going home service for Rodney Collins, installation of the beach lifeguard towers, our pristine beach (she thanked the entire beach team), groundbreaking at CW Thomas Park, State of the City event, Greater Fort Lauderdale Alliance dinner, employee appreciation picnic, and Dania Pointe Food and Wine Festival.

11.2 Commissioner Lewellen

Commissioner Lewellen spoke of Rodney Collins' service, CW Thomas Park groundbreaking, State of the City event, Greater Fort Lauderdale Alliance dinner (everyone was talking about Dania Beach), and the Dania Pointe Food and Wine Festival.

11.3 Commissioner Odman

Commissioner Odman thanked City Manager Garcia for putting all the recognition for her together. She added she will occasionally check in.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino spoke of the Dania Pointe Wine and Food Festival and the upcoming Exotic Car Show; these events are bringing more and more people to our City. He also spoke of the Griffin Road landscaping, downtown improvements and in general, the feel-good nature of the City and Team right now. He thanked Commissioner Odman for her service.

11.5 Mayor James

Mayor James spoke about the groundbreaking at CW Thomas Park, the Dania Pointe Wine and Food Festival, the ribbon cutting for City Hall West Wing, and the first State of the City event live (she applauded all City staff involved). She noted she would make comments about Commissioner Odman at the Organization Meeting. She thanked Vice-Mayor Salvino for the employee appreciation event.

12. Appointments

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia said we are more than 50% complete with the Griffin Road corridor. Director of Public Services Rodriguez and Deputy Director of Public Services Ozaydin assessed the Marina Mile median; we now have an agreement with FDOT to maintain the median.

Mayor James asked if we have a schedule for FDOT to stay on top of them.

Public Services Deputy Director Ozaydin said he was told by FDOT they would maintain it once a month.

City Manager Garcia acknowledged the great work of our Parks & Recreation team with the CW Thomas Park improvement project.

City Manager Garcia thanked Public Services for their assistance with the drainage issue during High Holy Days in the cul de sac on 37th Terrace. She said the team is truly remarkable.

City Manager Garcia thanked the Commission for their support and thanked Vice-Mayor Salvino for the employee appreciation picnic and spoke about seeing everyone there enjoying themselves. She thanked staff for the State of the City event and said it was a total team effort. She is looking forward to all the great things occurring in our City and noted we have a great partnership with Dania Pointe.

City Manager Garcia wished the best to Commissioner Odman.

Mayor James wished City Manager Garcia a happy birthday.

13.2 City Attorney

Discussion regarding settlement request by 1000 Mermaids

City Attorney Boutsis reviewed the information included in the agenda packet describing Ocean Rescue Alliance/1000 Mermaids' request for forgiveness of \$9,000.00 of the total repayment amount of \$41,500.00.

Vice-Mayor Salvino said they had the mermaid on the beach, which was an attraction, and asked why they did not leave it there and bill us for that.

City Attorney Boutsis responded because we cancelled the contract, they took it away.

Vice-Mayor Salvino questioned the cost of the piece and asked who gave the authorization to put the mermaid there.

City Attorney Boutsis explained they originally got a preliminary yes from the Navy and that is why we proceeded; then the higher division of the Navy said the authorization was wrong.

Vice-Mayor Salvino said he would not be in favor of forgiving \$9,000.00.

Mayor James questioned if they are doing something with the City of Hollywood.

City Attorney Boutsis responded they are working with the City of Hollywood.

Mayor James asked why they cannot use those funds to pay us back.

City Attorney Boutsis noted all the funds they are giving us right now are from the Hollywood project.

Commissioner Davis questioned if it is worth our funds to sue them if it will cost \$5,000.00 to do so; she would say no to suing them and move forward.

Commissioner Lewellen said she was also looking at the cost of a lawsuit, which would be spending more money in the long run. There were a lot of folks who came out for photographs; it brought us some benefits. She favors calling it a wash and moving on.

Commissioner Odman commented the entire project was so convoluted. She hopes they continue to do good work in Broward County, and she does not want anything negative. Her request is that we forgive the \$9,000.00.

Vice-Mayor Salvino noted he liked the project and they do do good things. He does not know how much they will make from Hollywood. If they are making a good amount of money on the project there, he questions why we are taking a loss of our taxpayers' money. However, he is good to go with whatever the majority may be.

The Commission consensus was to forgive \$9,000.00 of the total repayment amount.

City Attorney Boutsis gave an update on the Hollywood parcel annexation. Hollywood has not finished their rounds with their City Commission to see if we can come to an agreement for the interlocal. This Commission made a recommendation that we provided to the City of Hollywood. The administration has rejected that recommendation and they are looking at four 5-year terms for a total of 20 years of the parking for free, Monday through Friday, for Hollywood residents.

Vice-Mayor Salvino said his point is it does not bother him; we will not be all that busy Monday through Friday. We are getting something out of it either way.

Mayor James noted she wants to know what 5 + 5 + 5 + 5 looks like financially and asked what type of a loss we are talking about.

City Manager Garcia commented she wants the Commission to consider the alternative; no parking garage, the possibility of Lucky Fish failing, the possibilities of the revenues from Lucky Fish, Quarterdeck, the pier, sundries and the additional containers, and the business that is expanding at the Quarterdeck. She stopped sending the Commission the weekend closures; it happens all the time. This started with parking in perpetuity; this is negotiation.

Mayor James said she understands this is a negotiation. Obviously, we do not want our businesses to fail; as a board, we must look at things and decide which way to go. She wants the Commission to make the best-informed decision they can make, and they need all the information. Those are just questions that she has.

City Manager Garcia noted it came to us for Monday through Friday in perpetuity and we pushed back, and they came back. We can look at the costs but a lot of it would be hypothetical.

City Attorney Boutsis explained she would sit down with Chief Financial Officer DiPaolo to see if we could come up with numbers. It may be very difficult with the numbers because Hollywood has a certain number of parking passes which means they can go to any beach in Hollywood for free. Right now, during Monday through Friday, our parking lot is pretty empty.

Mayor James said she would meet offline with City Attorney Boutsis and City Manager Garcia to see what the stipulations are.

Commissioner Davis commented the bottom line is that garage has got to be built. You can gather as much information as you would want, but at the end of the day, we have put so much into having a successful restaurant and we have done so much to upgrade and elevate our beach, that garage needs to be built. We need to be good neighbors with Hollywood, and we need to cultivate that relationship with them. We need to be in a position to trust our administration to do what they do. She wants us to be clear about what we are doing; she wants Hollywood to know we want to be a good neighbor. It can be a win/win.

Commissioner Lewellen said she does not think it would be possible to know the revenue. It is important that we have the parking garage. She is happy to hear that Hollywood is even talking to us. This is one parcel they are willing to work with us on. She would be happy to determine

the financials if we had a way to figure it out, but if we cannot, let us make do with what we have and get the parking garage built.

Mayor James noted she wanted to be clear on her tone. It sounds like she is saying no and that is absolutely not what she is saying. The last time we had this discussion, we all had concerns and input. She is always going to have input and she will always want her questions answered. It is her job as an elected official here in the City. We need a parking garage; that is not a question in anyone's mind. She just wants to make sure she is comfortable enough with the information. She will talk with City Attorney Boutsis and City Manager Garcia offline so that she can thoroughly understand this.

City Manager Garcia added a consensus is needed from the Commission to go back to Hollywood to negotiate from what they are asking us.

City Attorney Boutsis said it sounds like staff has a direction to go on and she will share with the Commission what the proposed terms and renewals are.

13.3 City Clerk - Reminders

Wednesday, November 9, 2022 - 5:30 p.m.

Wednesday, November 9, 2022 - 7:00 p.m.

Monday, November 21, 2022 - 6:00 p.m.

Monday, November 21, 2022 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

Organization Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:54 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
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ADOPT RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH		
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Purchasing Requests ONLY		
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Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo -Westway Towing, R 2022- Westway Towing, Inc. Agreement for Towing Services, Exhibit A Westway Towing, Inc. Agreement for Towing Services



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney

SUBJECT: **Westway Towing, Inc. Agreement**

The Request

To approve an agreement with Westway Towing, Inc.

Background

The City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors and in furtherance of this goal the City adopted Chapter 20, entitled "Wrecker and Towing Services" to establish minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest. The utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

Based upon the foregoing, on May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, amended Chapter 20 to provide a revision to Section 20-48, entitled "Calls to be rotated on list," Which states: "As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list." Currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City. The City amended Section 20-49(b), entitled "Qualifications to be Listed", which amendment extended the right to provide towing services to any qualified company within 10 miles of the City's jurisdictional limits , provided the chief of police authorizes/signs-off on the listing.

Westway reached out to the City, consistent with the City's Code, and requested to be added to the City's Qualified List of Towing Companies. Westway Towing, Inc. ("Westway"), which is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida, is within 10 miles of the City. Consistent with the requirements of Section 20-48 and meets the minimum qualifications of the City. the Broward Sheriff's Office, and their legal team have signed off on

the City's proposed agreement with Westway. Chief Danny Marks, as the City's Chief of Police, reviewed Westway's credentials and authorizes the use of Westway.

In order to be placed on the City's list, Westway is required to agree to certain basic terms and conditions. Westway is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the attached Agreement. The City intends and Westway acknowledges that any services performed pursuant to the proposed Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Westway. Under the agreement, Westway shall perform services for an initial three (3) year period, commencing in November, 2022. The Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, as evidenced by a written amendment(s). Westway shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to either the CITY Police Department Headquarters, or a repair shop designated by the City, or any other specified City facility.

Recommendation

That the agreement be authorized and executed by the appropriate city official.

Budgetary Impact

No budgetary impact anticipated.

EAB:la

Agreement

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manage
Danny Marks, Chief of Police

RESOLUTION NO. 2022-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH WESTWAY TOWING, INC. FOR TOWING SERVICES IN THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors and in furtherance of this goal the City adopted Chapter 20, entitled “Wrecker and Towing Services” to establish minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest and

WHEREAS, the utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels; and

WHEREAS, On May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, amending Chapter 20 to provide a revision to Section 20-48, entitled “Calls to be rotated on list,” which states: “As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list;” and

WHEREAS, currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City; and

WHEREAS, part of the 2021 Code Amendments was a revision to Section 20-49(b), entitled “Qualifications to be Listed”, to allow any qualified towing service to apply to be on the City’s towing list provided they meet the City’s qualifications, the chief of police authorizes the listing, and the towing company is located within 10 miles of the City; and

WHEREAS, Westway Towing, Inc. (“Westway”), is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida, which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

WHEREAS, the Broward Sheriff's Office, and their legal team have signed off on the City's proposed agreement with Westway and Chief Danny Marks, as the City's Chief of Police, authorizes the use of Westway; and

WHEREAS, in order to be placed on the City's list, Westway is required to agree to certain basic terms and conditions; and

WHEREAS, Westway is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in the Agreement attached to this Resolution as Exhibit A, and is incorporated by reference into this Resolution; and

WHEREAS, the City intends and Westway acknowledges that any services performed pursuant to the attached Agreement shall be non-exclusive and performed on an as-needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Westway; and

WHEREAS, Westway shall perform the services for an initial three (3) year period which shall commence in November 2022, and naturally expire three (3) years thereafter; and

WHEREAS, the Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment; and

WHEREAS, the City desires to authorize additional towing services;

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

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

Section 2. That the City Commission authorizes the execution of towing agreement with Westway Towing, Inc. for a three-year term, with two, three-year extensions.

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 November 9, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

TOWING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), is dated this ____ day of _____, 2022, and is entered into by and between the **City of Dania Beach**, a municipal corporation of the State of Florida, with a business address of 100 W Dania Beach Boulevard, Dania Beach, Florida 33004 (hereinafter referred to as the "City"), and **Westway Towing, Inc.**, a **profit corporation**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of 3681 W. Oakland Park Blvd., Lauderdale Lakes, Florida 33311 (hereinafter referred to as the "Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1 **PREAMBLE**

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 The City Commission of the City of Dania Beach, Florida, seeks to protect the personal safety and property of its citizens and visitors.

1.3 The establishment of minimum standards of quality and efficiency for emergency recovery, towing and storage services utilized by the City is in the public interest.

1.4 Utilization of improper equipment or unqualified operators exposes public safety personnel and others present at an accident or recovery scene to undue safety hazards, results in undue damage to vehicles or vessels, and causes excessive delays in clearing the highway and securing the vehicles or vessels.

1.5 On May 11, 2021, the City of Dania Beach adopted Ordinance No. 2021-015, which amended chapter 20 relating to "Wrecker and Towing," to provide a revision to Section 20-48, entitled "Calls to be rotated on list," which states: "As to wrecker or towing services which are on the approved list, the chief of police is directed to adopt a plan so that the calls are rotated on an even and equitable basis among the eligible services on such approved list;" and

1.6 Currently the City has only one towing contract, with Mac Towing, as prior to the 2021 amendment, the only towing company allowed to provide services to the City had to be physically located in the City; and

1.7 Part of the 2021 Code Amendments was a revision to Section 20-49(b), entitled “Qualifications to be Listed”, to allow any qualified towing service to apply to be on the City’s towing list provided they meet the City’s qualifications, the chief of police authorizes the listing, and the towing company is located within 10 miles of the City; and

1.8 Westway is located at 3681 West Oakland Park Boulevard, Lauderdale Lakes, Florida which is within 10 miles of the City, consistent with the requirements of Section 20-48, and meets the minimum qualifications of the City; and

1.9 In order to be placed on the City’s list, Contractor is required to agree to certain basic terms and conditions; and

1.9 Contractor is a qualified firm willing and able to perform the services herein required from time to time pursuant to the basic terms and conditions set forth in this Agreement. The City intends and Contractor acknowledges that any services performed pursuant to this Agreement shall be non-exclusive and performed on an as needed basis and at the sole discretion of City, with no guaranty as to any minimum amount of tows to be performed by Contractor.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 General

2.1.1 Contractor, for and in consideration of the requirements herein contained, agrees to remove vehicles or vessels from the streets or other property within the City, as directed by authorized representatives of the City's Police Department¹ and other City designee(s), in accordance with the City’s Code of Ordinances.

2.1.2 The Contractor agrees that in the performance of this Agreement, it will not discriminate or permit discrimination in its hiring practices, or in the performance of this Agreement, against any person on the basis of his or her race, sex, religion, political affiliation or national origin.

2.1.3 Contractor understands that nothing in this Agreement will prevent the owner or other legally authorized person responsible for the vehicle from calling a wrecker or tow truck of his own choice or requesting that his or her vehicle be towed to a garage or compound other than that of the Contractor.

¹ Please be aware that the City of Dania Beach’s Police Department is contracted through Broward Sheriff’s Office (BSO).

2.1.4 Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.1.5 Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to perform the services to be provided by Contractor pursuant to the terms of this Agreement.

2.1.6 Contractor agrees to permit members of the City's Police and Public Service Departments or other authorized City personnel to inspect its compound(s), equipment, stored vehicles or vessels, personal property and records, relative to this Agreement, whenever, in the opinion of said representatives of the City, such inspection is deemed reasonably necessary.

2.1.7 Contractor acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to Contractor any exclusive rights or privileges arising from the services herein described to the exclusion of any other third-party.

2.1.8 As needed, the City shall communicate with Contractor to determine Contractor's availability to perform a particular assignment or facilitate a tow within a required time period pursuant to the terms and conditions of this Agreement. Contractor shall not perform any tow services pursuant to the terms of this Agreement without first gaining prior authorization and direction from the City.

2.2 **Services To Be Provided By Contractor**

2.2.1 Contractor shall tow, at no charge to and at the request of the City, all City owned and leased vehicles or vessels to the City Police Department Headquarters located at 4300 NW 36th Street, Lauderdale Lakes, Florida 33319 ("Police Department Service Center"), City Hall, located at 100 West Dania Beach Boulevard, Fleet Management, located at 1201 Stirling Road, Dania Beach, Florida 33004, or a repair shop designated by the City, or any other specified City facility.

2.2.1.1 Contractor will repair or change flat tires on in-service City vehicles or vessels (utilizing City tires). Contractor shall invoice City for such services pursuant to a detailed purchase order, which shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by the City. "In-service City vehicle" shall mean any City class "A" vehicle owned or operated by the City and is operated by a City employee.

2.2.1.2 Contractor shall only be required to respond to those locations in Broward or Dade County to which City vehicles or vessels may travel.

2.2.2 Contractor shall tow, any vehicles or vessels impounded, confiscated or pending forfeiture proceedings on behalf of the City's Police Department in accordance with §§323.001 and 932.704, Florida Statutes.

2.2.3 Contractor shall tow, at no charge to the City, any vehicles or vessels that are inoperable, illegally parked, or abandoned in a City right-of-way, at a City facility, or on City property, in violation of the City's Code of Ordinances or the requirements of Florida Statutes, as may be amended from time to time, at the direction of City's Police Department.

Records

2.3

2.3.1 Contractor shall have prepared billheads, setting forth the names and addresses of the places of business of the Contractor. Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, the Contractor will provide such person with an itemized statement of all charges for the towing and storage of the vehicle(s). Contractor shall retain a duplicate copy of such bill and shall produce same upon demand of the City's Police Department.

2.3.2 Before receiving payment from a vehicle owner or other person legally responsible for the vehicle or vessel towed, the Contractor, his agent, employee or assign, will prepare a bill on the above billhead, in duplicate, containing the following information:

- a. Name & address of the person engaging the Contractor.
- b. License number of the vehicle(s).
- c. Motor and VIN number.
- d. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- e. Make, year, model, color of vehicle(s) towed and/or stored.
- f. Date of the request/tow.

2.3.3 Contractor shall keep a hard covered log book or electronic record detailing the number and type of calls handled by Contractor pursuant to this Agreement. The log shall include information such as:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. City designee or Police Officer requesting the tow.
- c. Vehicle make, model, license plate if known, the VIN number, name and address of the owner or other person legally responsible for the vehicle.

- d. The date the vehicle(s) was towed and released to the owner or other person legally responsible for the vehicle.
- e. The name of Contractor's designee responsible for the tow.
- f. The costs charged to the owner or person lawfully entitled to possession of the vehicle.
- g. All notifications to owner or attempts to locate the owner or other legally authorized person.
- h. Full inventory list of contents if applicable.

2.3.4 Contractor shall provide to the City's Police Department, on a monthly basis, a complete and detailed listing of vehicles or vessels which have been towed pursuant to this Agreement within such month, and which have remained on the Contractor's lots for a period in excess of thirty (30) days, as more particularly described in Section 2.4 below.

2.3.5 Contractor shall also be responsible for keeping a log book or electronic record detailing any notice sent to a vehicle owner or other person legally responsible for such vehicle, such record shall include information such as: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4 REQUIRED REPORTS

2.4.1 Monthly Reports.

2.4.1.1 **Towing Reports.** The Contractor shall keep accurate monthly records of the number of tows made and customers served and shall provide a monthly report to the City's Contract Manager within ten (10) days of the end of the month for which the data was collected. The Contractor will maintain, for a period of seven (7) years, copies of invoices that are to be made available for City inspection. Reports shall include all tows made pursuant to this Agreement, including vehicles that are impounded, confiscated, or pending forfeiture proceedings. Reports shall also include City owned or leased vehicles that are towed at no charge to the City. The Monthly Towing Report shall contain the following information:

- a. Date, time, and location from which the vehicle or vessel was removed.
- b. City designee or Police Officer requesting the tow.
- c. The name of Contractor's designee responsible for the tow.
- d. Make, year, model color of vehicle(s) towed and/or stored.
- e. License number of the vehicle(s).
Motor and VIN number.

- f. Name and address of the owner or other person legally responsible for the vehicle.
Full inventory list of contents if applicable.
- g. Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.
- h. The name of Contractor's designee responsible for releasing the vehicle(s) to the owner or other person legally responsible for the vehicle.
- i. Name and address of the person engaging the Contractor. The date the vehicle(s) was released to the owner or other person legally responsible for the vehicle.
- j. Detailed costs, including the administrative fee, charged to the owner or person lawfully entitled to possession of the vehicle. All notifications to owner or attempts to locate the owner or other legally authorized person, including date of notice, time of notice, method of notification, and any other information reasonably required by the City.

2.4.1.2 Report on Vehicles Exceeding Thirty (30) Days. The Contractor will provide to the City's Police Department a complete and detailed listing of vehicles which have been towed pursuant to the agreement between the parties, and which have remained on the Contractor's lots for a period in excess of thirty (30) days. The same information will be provided to the City relating to personal property coming into the Contractor's control as a result of the agreement, which has remained in the Contractor's control for a period in excess of thirty (30) days.

2.4.1.3 Complaints and Resolutions Report. For each complaint received, the Contractor is expected to maintain a log for all complaints and the actual or planned resolution. The Contractor shall submit a monthly report including a summary of all complaints received and resolutions of such during the reporting period. The report format shall be approved by the City's Contract Manager.

2.4.2 Quarterly Reports.

2.4.2.1 Fleet Size & Ownership. Contractor shall provide updated information regarding the Contractor's Fleet Size & Ownership of the Fleet, to the City's Contract Manager to review on a quarterly basis to ensure that the appropriate level of equipment is being provided. Contractor shall notify the City's Contract Manager regarding any changes to the size and condition of the fleet, including ownership status of the vehicles on a regular basis.

2.4.2.2 Storage Lot Location and Ownership. Contractor shall not change the storage facility location without written permission from the City's Police Department. The awarded Contractor(s) will need to provide updated information regarding the Contractor's Storage Lot and Ownership on a quarterly basis to confirm status and condition of the storage facility. Contractor shall notify the City's Contract Manager regarding any changes to the storage facility, including ownership status of the facility, on a regular basis, and at minimum, quarterly.

2.4.3 Report Timeline and Formatting. The required monthly reports shall be filed not later than ten (10) calendar days after the last day of the preceding month. The quarterly reports shall be filed not later than ten (10) calendar days after the last day of the preceding quarter. Respectively, the quarterly reports would be made on April 10th, July 10th, October 10th, and January 10th. The final report format will be approved by the City's Contract Manager or designee. The City reserves the right to modify the report format and require more or different information as may be determined necessary during the term of this Agreement. The City reserves the right to terminate this Agreement in the case of repetitive failure to comply with record keeping requirements set forth herein.

2.5 Report Cards And Reviews

The City's Contract Manager will complete a Performance Report Card on a quarterly basis, at minimum, to address all areas of the Contractor's Performance and to document all services that are being performed in a satisfactory or un-satisfactory manner. These Performance Report Cards will be shared with the Contractor(s) so that they can provide a written plan on how to cure and remedy all areas of concerns and the timeline in which these items will be addressed. Failure of Contractor to comply in a timely manner may result in a breach of contract. This process shall in no way limit the City's Contract Manager and the Contractor from addressing issues as they arise on a day to day basis.

ARTICLE 3 MINIMUM STANDARDS

3.1 The Compound

3.1.1 Contractor shall maintain a storage facility of a sufficient size and capability to accommodate vehicles or vessels to be removed from the City pursuant to, and during the period of this Agreement (herein "Compound").

3.1.1.1 In compliance with §713.78, Florida Statutes, as may be amended from time to time, Contractor's Compound shall:

- a. be equipped with a chain-link or solid-wall type fence at least six (6) feet in height;
- b. have lighting of sufficient intensity to reveal persons and vehicles at a distance of at least one hundred fifty (150) feet during nighttime; and,
- c. one (1) or more of the following security methods must be utilized at compound to discourage theft at the Compound.
 - i. a night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
 - ii. a security dog remains at the storage facility from sunset to sunrise;
 - iii. security cameras or other similar surveillance devices monitor the storage facility; or
 - iv. a security guard service examines the storage facility at least once each hour from sunset to sunrise.

3.1.2 The Compound to be maintained by the Contractor shall be located within a distance of not further than ten (10) miles from City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004.

3.1.3 Contractor shall provide, on a twenty-four (24) hour basis, attendants and sufficient equipment for immediate response to calls for service from the City's Police Department or its representatives. In addition, the Contractor agrees to make available adequate personnel to staff the Compound from 7:00 a.m. to 7:00 p.m., Monday through Saturday, for the purpose of releasing vehicles or vessels to the owner or other legally authorized person. Contractor further agrees to provide on-call personnel to release vehicles or vessels between 7:00 p.m. and 7:00 a.m.

3.1.4 Contractor shall furnish inside storage at the Compound for all vehicles or vessels which are of a body type, or in a physical condition, which is such that inclement weather could result in damage to the vehicles and vessels.

3.1.5 The Compound utilized by Contractor shall include an area which is secured by an enclosure with a locked entrance for the purpose of holding vehicles or vessels which may be evidence in a criminal cause.

3.1.6 Contractor shall not change the Compound location without first gaining written permission from the City's Police Department.

3.2 **Equipment**

3.2.1 Contractor agrees to own, lease or have a sufficient number of Class A, B, and C wreckers available for its use, so that it is able to respond to tow calls from the City's Police Department within thirty (30) minutes forthwith and proceed to remove any type of vehicle(s) from streets or property within the City.

3.2.1.1 If the Contractor utilizes a wrecker from another company, Contractor shall produce, in writing, the name of the subcontractor and proof that the wrecker used is insured so as to protect the City from all suits, judgments, executions and liabilities.

3.2.1.2 Contractor shall provide all towing vehicles or vessels used pursuant to this Agreement with a two-way radio communication system. This communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing the City with towing service. The two-way radios will not be tuned to any police frequencies.

3.2.2 Tow trucks or wreckers used by the Contractor to tow vehicles or vessels from the streets and property within the City, as herein provided, shall adhere to the following guidelines:

3.2.2.1 The name, address, and telephone number of the establishment shall be lettered in a professional manner and affixed to both sides of the Contractor's wrecker.

3.2.2.2 There shall be a rotor beam type light mounted on top of the wrecker in such a manner that it can be seen from the front, rear and both sides. This light shall be amber in color and shall not be in operation when a wrecker has been dispatched to a tow call. The rotating amber light shall only be used at the scene of the tow, and while towing the vehicle back to a compound. No tow vehicle shall be equipped with a siren.

3.2.2.3 Amber lights shall be installed on the front of the wrecker, with amber reflectors on the front sides.

3.2.2.4 Red lights and red reflectors shall be installed on the rear and rear sides.

3.2.2.5 The following additional equipment shall be found in or on all of the Contractor's towing or wrecker vehicles:

- a. Dollies.
- b. At least one (1) heavy duty push broom and shovel.
- c. Flood lights on hoist.
- d. One (1) axe.
- e. One (1) crowbar or pry-bar.
- f. Minimum of one (1) four pound CO2 fire extinguisher or equal.
- g. One (1) pair of bolt cutters.
- h. One (1) set of jumper cables.
- i. One (1) four-way lug wrench.
- j. One (1) flashlight.
- k. One (1) set of red reflectors.
- l. One (1) set of three portable reflectors.
- m. Five (5) thirty (30) minute fuses.
- n. Two (2) red flags at least 1' X P.
- o. Tire plug kits.
- p. Air tanks or compressor

3.2.3 Wreckers shall be classified as follows:

3.2.3.1 **Class A** wreckers/tow trucks:

a.	Gross vehicle weight ratings	10,000 lbs.
b.	Boom capacity	8,000 lbs.
c.	Winching capacity	8,000 lbs.
d.	Cable size and length	³ / ₈ " X 100'
e.	Wheel lift retracted rating	6,000 lbs.
f.	Wheel lift extended ratings	4,000 lbs.
g.	Tow sling safe lift rating	3,500 lbs.
h.	Safety chains (2 each)	5/16 " high test
i.	Cab to axle dimension	58"

3.2.3.2 Class B wreckers/tow trucks:

a.	Gross vehicle weight ratings	19,000 lbs.
b.	Boom capacity	24,000 lbs.
c.	Winching capacity	24,000 lbs., except only 8,000 lbs. for flatbed slideback carrier
d.	Cable size and length	1A" X 200'
e.	Under-reach retracted rating	9,000 lbs.
f.	Under-reach extended ratings	7,000 lbs.
g.	Tow sling safe lift rating	8,500 lbs.
h.	Safety chains (2 each)	5/8" alloy
i.	Cab to axle dimension	84"

3.2.3.3 Class C wreckers/tow trucks:

a.	Gross vehicle weight ratings	30,000 lbs.
b.	Boom capacity	50,000 lbs.
c.	Winching capacity	50,000 lbs., except only 15,000 lbs. for flatbed
d.	Cable size and length	3/4" x 200'
e.	Under-reach retracted rating	25,000 lbs.
f.	Under-reach extended ratings	12,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	'A" alloy
i.	Cab to axle dimension	144"

3.2.3.4 Class D wreckers/tow trucks:

a.	Gross vehicle weight ratings	58,000 lbs.
b.	Boom capacity	70,000 lbs.
c.	Winching capacity	70,000 lbs., except only 15,000 lbs. for flatbed slideback carrier
d.	Cable size and length	3/4" x 200'
e.	Wheel lift retracted rating	45,000 lbs.
f.	Wheel lift extended rating	15,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	Y2" alloy
i..	Cab to axle dimension	180"

ARTICLE 4
TOWING AND IMPOUNDING PROCEDURES

4.1 Contractor agrees that, after arrival at a scene, the tow truck operator shall remove any hazards or debris from the street, and impound such vehicles or vessels as requested by a City Police Officer or other representative of the City's Police Department.

4.2 On all vehicles or vessels to be towed which are marked for confiscation, Contractor shall prepare a detailed listing of any and all damage, missing parts or other disorders of which the assigned officer and/or tow truck driver are aware.

4.3 City reserves the right to cancel a request for services of Contractor at any time, up to and including the time of hook-up. Contractor agrees that the mere response to a service call scene without other action will not constitute a service call for which charges are applicable.

4.4 As required by §713.78, Florida Statutes, as may be amended from time to time, where the City has requested a motor vehicle to be removed from an accident scene, street, or highway, the City will conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by Contractor. However, if the owner or driver of the vehicle is present and accompanies the vehicle, no inventory shall be required.

4.5 IMPOUNDED VEHICLES

4.5.1 If at the time of the impounding the name of the registered owner or other legally authorized person responsible for the vehicle is not available, City's Police Department will supply this information to the Contractor as soon as possible. The City Police Department shall be responsible for preparing a vehicle storage receipt and the personal property inventory list, as may be applicable.

4.5.2 Notwithstanding the foregoing, the Contractor shall be responsible for the following:

4.5.2.1 Notifying the City Police Department, and requesting the name of the owner or other legally authorized person responsible for the vehicle if Contractor has not received such information within twelve (12) hours after the impoundment of the vehicle; and,

4.5.2.2 Notifying the registered owner or other legally authorized person responsible for the vehicle of the whereabouts of the vehicle within forty-eight (48) hours of impoundment if such person's identity has been supplied during that time or within forty-eight (48) hours after receipt of the aforementioned information from the City's Police Department.

4.5.3 Both Parties shall maintain a hard copy log book or electronic record at its place of business, detailing notices sent by either Party pursuant to this Agreement, which shall include the following information: vehicle license number, date of notice, time of notice, method of notification, and any other information reasonably required by the City.

4.5.4 If any vehicle is not claimed by the owner or other legally authorized person responsible for the vehicle within seven (7) days, the Contractor shall immediately thereafter file a written report with the City's Police Department.

4.6 **RELEASING VEHICLES**

4.6.1 In the event that the Contractor has vessel(s) or vehicle(s) in its possession as a result of Contractor's performance of this Agreement, and is ordered to turn such property over to the County Court, the Sheriff of Broward County, or the City's Police Department pursuant to Chapter 323, 705, 715, or 932, Florida Statutes, as may be amended from time to time, the Contractor may recover the costs associated with towing, storage, and statutory fees in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.6.2 Vehicles or vessels pending proof of ownership or forfeiture proceedings may be placed on "**HOLD**" by the City. Contractor agrees to release any vehicle or vessel which has not been marked "**HOLD**" upon proof of ownership and payment by the owner or other legally responsible individual. Contractor further agrees that any vehicle towed which is marked "**HOLD**" may not be released without verbal or written authority from the City's Police Department. Should the City desire to have the "HOLD" period extend for longer than five (5) days, excluding holidays and weekends, the City shall provide Contractor written notification that the five (5) day "HOLD" period shall be extended.

4.6.3 Persons who make application for the release of towed and/or stored vehicles or vessels shall be required to present proof of ownership by presentation of a title or registration and Contractor shall provide such person with a copy of the vehicle storage receipt prepared by City. Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to and in accordance with this Agreement and Florida Statutes, as may be amended from time to time.

4.6.4 In accordance with §713.78, Florida Statutes, as may be amended from time to time, any reasonable storage fee imposed by Contractor shall not be charged if the vehicle or vessel is stored for fewer than six (6) hours.

4.7 **FORFEITURE VEHICLES**

4.7.1 Vehicles or vessels seized for forfeiture pursuant to Dania Beach Police Department policy shall be towed to Contractor's secured lot at Compound, or upon City's request, to the Dania Beach Police Department Headquarters. Contractor may recover the costs associated with towing, storage, and statutory fees for vehicles or vessels subject to forfeiture and any vehicles held longer than the five (5) day "HOLD" period in accordance with §§323.001 and 932.704, Florida Statutes, as may be amended from time to time.

4.7.2 Payment for the cost of the original tow, daily storage fee, plus statutory charges, may be assessed at the conclusion of the forfeiture proceeding or upon settlement. Should the owner of the vehicle or vessel prevail at the forfeiture proceeding, the cost of the tow and storage charges shall be deducted from the monthly compensation amount to be paid

by Contractor to City pursuant to Article 6 of the Agreement. Should the City prevail, the owner of the vehicle or vessel shall be responsible for the payment of the applicable towing fee, storage charges, and statutory fees.

4.7.3 If forfeiture proceedings are not instituted, at the expiration of the five (5) day "HOLD" period and upon gaining City's approval, Contractor shall directly notify the owner or other legally authorized person responsible for the vehicle or vessel to pick up the vehicle or vessel from Contractor's Compound, Monday through Friday from 8:00 a.m. to 5:00 p.m. The owner of the vehicle shall be responsible for issuing payment to Contractor for the cost of the original tow, the daily storage fee which accrued during the five (5) day "HOLD" period, plus statutory fees consistent with Florida Statutes and more particularly described below in Article 6 below. The vehicle owner may incur additional storage fees if the vehicle is not retrieved immediately after notice is provided to the owner or other legally authorized individual that the "HOLD" has been released.

4.8 PERSONAL PROPERTY

4.8.1 Contractor shall have its employee, representative, or agent review the inventory of all personal property found in the vehicle that he is directed to tow with a City Police Officer or the owner or other legally authorized person responsible for the vehicle present. A copy of such inventory shall be maintained by Contractor as a permanent record. One copy of the inventory shall be given to the owner or other legally authorized person responsible for the vehicle, if known, or securely attached to the vehicle, and one copy shall be retained by the City Police Department.

4.8.2 Contractor shall allow the owner or other legally authorized person responsible for the vehicle, to remove unattached personal property from the vehicle on a "one time" basis at no extra charge.

4.8.3 Personal property in the vehicle stored by Contractor shall not be disposed of to defray any charges for towing or storage of vehicles or vessels without a Court Order.

4.8.4 Contractor agrees not to undertake any repairs to, or remove any part or parts from, any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing to complete same from the owner or other legally authorized person responsible for the vehicle. Contractor further agrees that when making any repairs, or rendering any estimates or invoices, for City vehicles or otherwise, it will abide by Florida Statutes relating to motor vehicles or vessels, towing, sales, repairs, maintenance and service, which statutory sections are incorporated herein by reference and made a part hereof.

ARTICLE 5
Contractor PERSONNEL, TRAINING, AND CUSTOMER SERVICE

5.1 Contractor PERSONNEL

5.1.1 The Contractor shall employ competent and qualified personnel that shall adhere to municipal, State and federal laws, in performance of the services herein required.

5.1.2 **Contractor's Representative.** Contractor shall have a competent and reliable representative on duty that is authorized to make decisions and act on its behalf ("Contractor's Representative"). Contractor agrees that City shall have twenty-four (24) hour access to said representative via a non-toll call from City. Contractor shall conduct a background criminal check on Contractor's representative assigned to this contract. Contractor's Representative shall:

5.1.2.1 Be equipped with and respond to any issues received from City from the field via a laptop computer with wireless internet access card, or with a hand held data device such as a smart phone;

5.1.2.2 Be equipped with a cellular phone for communications with City and customers to immediately return phone calls to City and customers;

5.1.2.3 Be responsible to respond to complaints on the same day complaint is received up to 7:00 PM. If the complaint is received after 7:00 PM, the Contractor's Representative shall respond to the complaint on the following day, including Sundays;

5.1.2.4 Have strong public relations skills, be able to effectively deal with angry or difficult customers, be able to successfully solve problems while protecting City's interest, highly motivated, dedicated, dependable, resourceful, and ability to establish positive relationships with City and the general public;

5.1.2.5 Attend periodic meetings with City, at a place and time determined by the City, to discuss and evaluate towing services, solve performance related issues, provide input, and share information, to ensure delivery of quality service;

5.1.2.6 Be required, upon the request of City, to attend public meetings, with City, to explain towing services; and,

5.1.2.7 Be required, upon the request of City, to perform duties related to towing services.

5.2 EMPLOYEE TRAINING

5.2.1 All employees involved in the performance of this Agreement including office and all Towing personnel, must be provided adequate training before and during their employment with Contractor.

5.2.2 **Customer Service Training.** All towing, administrative, supervisory and customer service personnel must receive customer service training prior to and during the time they are employed by Contractor. Contractor's employees shall treat all customers, co-workers, City employees and any individual with whom they come in contact in the performance of their duties in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited.

5.2.3 **Operating and Safety Training.** All temporary and newly hired permanent towing and supervisory personnel must receive comprehensive safety and operational training prior to working on the tow trucks. Contractor shall provide regularly scheduled, on-going operating and safety training for all employees. Such meetings shall be mandatory for all Towing and supervisory personnel and held not less than one (1) time per month, unless otherwise approved by the City's Contract Manager.

5.2.4 **Training Plan & Manuals.** Training manuals and schedules shall be maintained at the local office of Contractor and available for review at any time by City's Contract Manager. The Contractor must maintain and provide evidence to the City of ongoing employee safety training and practices, upon request of the City. The plan, at a minimum, shall include provisions for the proper training in worker safety practices, which prevent damage to human health, the environment and private property.

5.2.5 **Prohibition against Soliciting and Gratuities.** Contractor's employees shall not solicit, accept or encourage tips, gratuities, gifts or anything of value or accept any payments whatsoever on behalf of City while performing duties under this Agreement.

5.2.6 **City's right to have Contractor Remove Employees.** City reserves the right to make a complaint regarding any employee of Contractor who violates any provision herein, or who is wanton, negligent, or discourteous in the performance of his/her duties. City may recommend appropriate action be taken by Contractor and may require Contractor to remove any unacceptable employee, as determined by City, from service to City. City reserves the right to have Contractor remove employees who fail to meet these criteria from services related to this Agreement. In addition, the City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable.

5.3 CUSTOMER SERVICE

5.3.1 **Office Staff and Hours for Complaint Handling.** The Contractor will provide for prompt handling of complaints by maintaining an office staff that will receive record and handle complaints. Such staff will be available during the hours of 7 a.m. until 7 p.m., Monday through Saturday. During after hours, weekends, and holidays, the Contractor must make available a phone number to a call center or team of staff that can take calls and messages and respond to those citizen complaints in a timely fashion. The Contractor

will see to it that its employees serve the public in a courteous, helpful, and impartial manner. In the case of complaints regarding towing service or any related activities, the Contractor will, upon being notified of the complaint resolve the complaint in a timely manner. All complaints shall be logged in an electronic system and shall be accessible to the City's Contract Manager at any time. The Contractor shall develop a customer service program focusing on elimination of repeat customer complaints/requests.

ARTICLE 6

COMPENSATION AND METHOD OF PAYMENT

6.1 The Parties agree compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

6.2 The Parties acknowledge that if the requirements of §713.78, Florida Statutes, are satisfied, Contractor shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for City's Administrative Charge (as defined in Section 6.2.2 below).

6.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and as codified by Broward County. a copy of which is attached as Exhibit "A" and is made a part of and is incorporated into this Agreement by this reference

6.2.2 "Administrative Charge" as used herein refers to the financial charge imposed by Contractor on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement. The City's Administrative Charge shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by Contractor for non-City vehicles.

6.3 The Contractor shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee in accordance with the Maximum Towing Rates as identified above and for the City's Administrative Charge, as defined in Section 6.2 herein above, and in accordance with Florida Statutes, as may be applicable.

6.4 As consideration for performance of this Agreement, the Contractor may retain the reasonable towing and storage fees collected directly from the vehicle owner or other legally authorized person responsible for the vehicle or vessel towed in accordance with this Agreement.

6.5 The Contractor shall remit the Administrative Charge collected directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement to the City monthly, on or before the fourteenth (14th) day of each month following collection.

ARTICLE 7

TERM AND TERMINATION

7.1 Contractor shall perform the services as identified herein, for an initial three (3) year period which shall commence on the date that this Agreement is fully executed, the "Effective Date" and naturally expire three (3) years thereafter.

7.2 This Agreement may be renewed for two (2) additional three (3) year terms upon the mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

7.3 **Termination for Convenience.** This Agreement may be terminated by City for convenience, upon providing thirty (30) days written notice to Contractor. In the event the City terminates for convenience, Contractor shall cease performance of the Agreement and remit any Administrative Charge collected by Contractor prior to termination to City. In the event that the Contractor abandons this Agreement or causes it to be terminated, it shall indemnify City against any loss pertaining to such termination. All finished or unfinished documents, records, log books, inventory lists, and reports prepared by Contractor shall become the property of City and shall be delivered by Contractor to City.

7.4 **Post Contractual Obligations.** In the event that the term of this Agreement expires, the Contractor agrees to continue providing services, at the current rates, on a month to month basis until the City establishes a new contract for services.

7.5 **Default by Contractor.** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of seven (7) days after receipt by Contractor of written notice of such neglect or failure.

7.6 Upon the completion of this Agreement or termination by either Party, vehicles or vessels marked for confiscation by City's Police Department for use by City's Police Department in accordance with State Statute, will be towed to Police Department Headquarters.

ARTICLE 8

INDEMNIFICATION AND INSURANCE

8.1 Indemnification

8.1.1 Contractor shall indemnify and hold harmless the City, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from performance of this Agreement, the

failure of Contractor to take out and maintain insurance as required under this Agreement, and any negligent act or omission on behalf of Contractor, its employees, agents, partners, principals, subcontractors, and officers. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

8.1.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.1.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor.

8.1.4 Contractor may be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from Contractor's performance of the services required by this Agreement.

8.1.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

8.2 General Insurance Provisions

8.2.1 Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein required.

8.2.2 Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the City in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the Contractor or their Insurance Broker must agree to provide notice.

8.2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

8.2.6 Contractor shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement.

(i) Commercial General Liability

A. Limits of Liability (Minimum)

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

B. Endorsements Required: Include in body of COI and/or Description of Operations

- Waiver of Subrogation in favor of the City
- “The City of Dania Beach, Florida” added as named “Additional Insured”

(ii) Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$2,000,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident
- PIP
- Physical Damage for your Vehicles

B. Endorsements Required - Include in body of COI and/or Description of Operations: City of Dania Beach included as an Additional Insured

C.

(iii) Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of monies, securities, or products in the amounts of:

Per Employee/Incident \$50,000

(iv) Garagekeepers’ Legal Liability (For Damage to Towed Vehicles while in compound)

Garagekeepers Limit: ACV Per Vehicle

(v) In Tow/On Hook Coverage (For Damage to Towed Vehicles while being towed)

Garagekeepers Limit: ACV Per Vehicle

(vi) Customer’s Contents (For Contents in Vehicles in Care, Custody, Control)

Per Vehicle Limit: \$500 Per Vehicle

(vii) Workers' Compensation / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida
- B. Employers Liability Limits:
 - D. \$500,000 for bodily injury caused by an accident, each accident
 - E. \$500,000 for bodily injury caused by disease, each employee
 - F. \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

- (viii) Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

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

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

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

Cancellation Requirements: Required insurance shall *always* be maintained during which the vendor is on City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

Insurance Carrier Requirements: The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

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

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

Certificate Submittal:

Email Certificates to: mspear@daniabeachfl.gov

The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein throughout the term of this contract.

8.3 Required Endorsements.

8.3.1 The City of Dania Beach shall be named as an Additional Insured on each of the Liability Policies required herein.

8.3.2 Waiver of all Rights of Subrogation against the City.

8.3.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the City.

8.3.4 Contractor's policies shall be Primary & Non-Contributory.

8.3.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

8.3.6 The City of Dania Beach shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.4 Any and all insurance required of the Contractor pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the City as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to City. The Contractor and any subcontractors shall maintain such policies during the term of this Agreement.

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

8.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the Contractor has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the Contractor nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard

to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees that Contractor will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Dania Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 12

UNCONTROLLABLE FORCES

Neither City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is

beyond the reasonable control of the nonperforming party. It includes, but is not limited to tire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14

SIGNATORY AUTHORITY

Contractor shall provide City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

ARTICLE 15

BANKRUPTCY

It is agreed that if Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between Contractor and City, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both Contractor and City with the same formality and equal dignity herewith.

ARTICLE 17

DEFAULT OF CONTRACT & REMEDIES

17.1 Operations During Dispute. In the event that a dispute, if any, arises between City and Contractor relating to this Agreement, performance or compensation hereunder, Contractor shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by City regardless of such dispute. Contractor agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with City for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to

resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by City.

17.2 **Damages.** City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by City resultant from Contractor's failure to perform in accordance with the requirements of this Agreement.

17.3 **Correction of Services.** If, in the judgment of City, services provided by Contractor do not conform to the requirements of this Agreement, City reserves the right to require that Contractor correct all deficiencies in the service to bring the services into conformance without additional cost to City, and shall replace any personnel who fails to perform in accordance with the requirements of this Agreement. City shall be the sole judge of non-conformance and the quality of service.

17.4 **Default of Contract.** The occurrence of any one (1) or more of the following events shall constitute a default and breach of this Agreement by Contractor:

17.4.1 The failure to comply with City's requests made pursuant to this Agreement for a period of more than two (2) hours after such request has been submitted from City to Contractor.

17.4.2 The City Police Department may issue a formal reprimand to the Contractor for any act of omission or commission which, in its sole discretion, is deemed to be a violation of this Agreement. Any number of reprimands shall be grounds for termination of this Agreement and/or removal of Contractor from consideration of renewal of the Agreement. The precise number and severity of reprimands thereof to be determined in the sole discretion of City's Police Department.

17.4.3 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the City Police Department or the City's designee relative thereto.

17.4.4 The failure by Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Contractor, where such failure shall continue for a period of seven (7) days after written notice thereof by City to Contractor; provided, however, that if the nature of Contractor's default is such that more than seven (7) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.5 The assignment and/or transfer of this Agreement or execution or attachment thereon by Contractor or any other party in a manner not expressly permitted hereunder.

17.4.6 The making by Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver

to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Effect of Default.** In case of any default by Contractor, City shall notify Contractor, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct Contractor to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by City, City may declare a default of the Agreement and notify Contractor of such declaration of default and terminate the Agreement.

ARTICLE 18

PUBLIC RECORDS

18.1 The City of Dania Beach is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the City to perform the service;

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

18.1.4 Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

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

Custodian of Records: THOMAS SCHNEIDER, CMC
City Clerk
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3624
Email: tschneider@daniabeachfl.gov

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 Contractor, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

1 9.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

1 9. 1 .2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on 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; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 Contractor certifies that it is aware of the requirements of Section 35.39 of the City's Code of Ordinances and certifies that Contractor currently complies with the requirements of Section 35.39 of the City's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 Contractor shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this Article upon the renewal of this Agreement or when the City Manager or his/her designee receives a complaint or has reason to believe Contractor may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of Contractor's records pertaining to its benefits policies and its employment policies and practices.

ARTICLE 21

EMPLOYMENT ELIGIBILITY

21.1 **E-Verify** Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 Definitions for this Section.

21.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement: Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including sub-vendors / sub-consultants / sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Dania Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Dania Beach; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22

MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, log books, inventory lists, records, and other documentation provided in connection with this Agreement or required herein are and shall remain the property of City, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** Contractor shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City. of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

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

With a copy to:
Eve A. Boutsis, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor:
Westway Towing, Inc.
3681 W Oakland Park Blvd
Lauderdale Lakes, Florida 33311

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

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

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

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

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of City Property.** At all times during the performance of this Agreement, Contractor shall protect City's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

City OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
City CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
City ATTORNEY

ANA M. GARCIA, ICMA-CM
City MANAGER

Contractor:
Westway Towing, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT NAME

SIGNATURE

PRINT Name

SIGNATURE

PRINT NAME

TITLE

Date: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022 by _____, as _____ of Westway Towing, Inc., a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name:



Resilient Environment Department

CONSUMER PROTECTION DIVISION

One North University Drive, Suite A203, Plantation, Florida 33324
954-519-1260 • Fax 954-765-4804 • broward.org/consumer

Broward County Towing Industry Fee Adjustments for Fiscal Year 2023

Per Section 40.50 of the Broward County Administrative Code, towing industry fees are to be reviewed annually and increased by the annual percentage increase in the Consumer Price Index (CPI) or 3%, whichever is less. The December 2019 to December 2020 annual CPI increase was 0% as determined by the Consumer Protection Division after review of the Bureau of Labor Statistics, Transportation Index data. Accordingly, towing industry fees for fiscal year 2022 will not increase. Please contact Broward County at 954-519-1260 with any questions or concerns.

Towing and Immobilization Fees. The Broward County Board of County Commissioners hereby determines, establishes, and fixes the following fees:

1. Towing Operating License:
 - a. Application Fee \$593.44
 - b. Extension Fee \$84.78
 - c. Renewal Application Fee \$593.44
 - d. Expedited Fee \$254.33
 - e. Annual Storage Site Inspection Fee \$113.03
 - f. Storage Site Reinspection Fee \$56.52
 - g. Criminal Background Check(s). Application shall pay fees charged by the Florida Department of Law Enforcement to secure the necessary criminal history and records report(s), including out of state reports for applications who have resided in Florida for fewer than five (5) consecutive years immediately preceding the date of application.
2. Tow Truck Decal (per Truck):
 - a. Application Fee \$169.56
 - b. Extension Fee \$28.25
 - c. Renewal Application Fee \$169.56
 - d. Expedited Fee \$84.78
 - e. Replacement Decal \$33.91
3. Immobilization Operating License:
 - a. Application Fee \$452.16
 - b. Extension Fee \$56.52
 - c. Renewal Application Fee \$452.16
 - d. Expedited Fee \$197.80
 - e. Criminal Background Check(s). Application shall pay fees charged by the Florida Department of Law Enforcement to secure the necessary criminal history and records report(s), including out of state reports for applications who have resided in Florida for fewer than five (5) consecutive years immediately preceding the date of application.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE OF THE COUNTY'S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

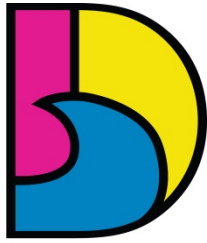
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-ILA RENEWAL-DEBRIS MGMNT11092022c _ (002) (1) (2), R-2022- BC ILA for Temporary Debris Management Sites and Other Related Services Consent to Renew Letter for 5-Year Term, R-2022- BC ILA for Temporary Debris Management Sites and Other Related Services Consent to Renew Letter for 5-Year Term Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: November 9, 2022

TO: Honorable Mayor and Commissioners

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

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

**RE: AUTHORIZATION TO RENEW THE EXISTING INTERLOCAL AGREEMENT
WITH BROWARD COUNTY FOR THE USE OF TEMPORARY DEBRIS
MANAGEMENT SITES AND OTHER RELATED SERVICES**

Request

The Public Services Department (PSD) requests authorization to renew the existing Interlocal Agreement (“ILA”) with Broward County for use of the county’s temporary debris management site and other related services.

Background

The City entered into the ILA with Broward County on April 10, 2018, via Resolution 2018-048. The initial term of this agreement expires on November 30, 2022 and the agreement provides for two (2) optional, additional five (5) year terms. Therefore, this request is to exercise the first of the two five-year renewal terms. This agreement will allow the City to use of Broward County’s debris management sites and related services in the event of a natural disaster. The county has locations that are set up regionally for all cities and will have a location available near 595 and 441 in the ash monofill site. The renewal of this agreement will give the City a guaranteed place for disposal in case of any future disaster.

Budgetary Impact

There is no budget impact for this renewal.

Recommendation

PSD recommends the City Commission adopt a resolution to renew the Broward County (“ILA”) for the use of a temporary debris management site and other related services.

RESOLUTION NO. 2022-167

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE CONSENT TO RENEW LETTER ISSUED BY BROWARD COUNTY, WHICH LETTER AUTHORIZES THE FIRST OF TWO FIVE-YEAR EXTENSIONS OF THE EXISTING INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR USE OF THE COUNTY'S TEMPORARY DEBRIS MANAGEMENT SITES AND OTHER RELATED SERVICES, WHICH AGREEMENT IS SET TO EXPIRE ON NOVEMBER 30, 2022; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 10, 2018, the City of Dania Beach, along with other participating municipalities, entered into an Interlocal Agreement ("ILA") with Broward County for "Temporary Debris Management Sites and Other Related Services"; and

WHEREAS, the initial term of the ILA is to end on November 30, 2022, and provides for two (2) optional, additional five (5) year terms; and

WHEREAS, the Public Services Director has determined that it is necessary for the City to renew the ILA for the first of two five-year terms as the City needs to utilize the County's temporary debris management sites in the event of natural disasters;

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

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

Section 2. That the proper City officials are authorized to execute the Consent to Renew letter issued by Broward County agreeing to renew the current Interlocal Agreement for the first of two additional five-year terms, a copy of which letter and the existing Interlocal Agreement are attached as composite Exhibit "A" and are incorporated by this reference.

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

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

PASSED AND ADOPTED on November 9, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



KEVIN B. KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Participating Cities)

RE: Renewal of the Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Participating Cities):

In 2018, Broward County and your governmental entity entered into an Interlocal Agreement ("ILA") that allows your use of County-owned Temporary Debris Management Sites ("TDMS").

The initial term of the ILA will soon expire. Section 4.1 of the ILA provides for a five-year renewal that may be exercised "upon mutual consent of the County Contract Administrator and the Government Entity"

If your governmental entity wishes to exercise the first of the five-year renewals, please return the following to Notosha Austin at naustin@broward.org no later than November 15, 2022:

1. A countersigned copy of this letter indicating your written consent to renew the ILA; and
2. Any authorizing resolution or legislation deemed necessary by your governmental entity to authorize your countersignature or this renewal.

If this countersigned letter (with any required authorizing resolution or legislation) is not returned by November 15, 2022, Broward County will assume your governmental entity does not desire to renew the ILA and proceed accordingly. If you have questions or concerns, do not hesitate to reach out at naustin@broward.org or (954) 474-1880.

Sincerely,

A blue ink signature of Kevin Kelleher.

Kevin Kelleher
Assistant County Administrator

Consent to Renew:

Authorized Signer Government Entity

Name, Title (Print)

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and City of Dania Beach ("Government Entity") (collectively, the "Parties").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSs") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board.** The Broward County Board of County Commissioners of Broward County, Florida.

1.2 **County Contract Administrator.** The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Debris Management Center.** The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 **Disaster Debris.** Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 **Disaster Debris Monitor or DDM.** The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 **Government Entity Contract Administrator.** Brad Kaine.

1.9 **Hazardous Stump.** Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming Load Ticket.

1.10 **Load Tickets.** A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris.** Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services 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 regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, *withdraw* all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including

but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the 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 on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management

Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall 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 6. INSURANCE

Government Entity and County are 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 7. EEO COMPLIANCE

7.1 No party to this Agreement may 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 the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party 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.

7.2 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.

7.3 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 8. MISCELLANEOUS

8.1 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.

8.2 Audit Rights 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 and performance thereunder.

The Parties 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.

8.3 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. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 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.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. 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 as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

With a copy to:

Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324
Email: jturpin@broward.org

FOR GOVERNMENT ENTITY:

Robert Baldwin, City Manager
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 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.

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or 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.

8.9 Compliance with Laws. Government Entity and County shall each 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.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

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

8.12 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 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 and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity 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. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 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.

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

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 20 day of March, 20 18, and City Of Dania Beach signing by and through its authorized signatory, duly authorized to execute same.

WITNESSES:

[Signature]
JODI GARDNER

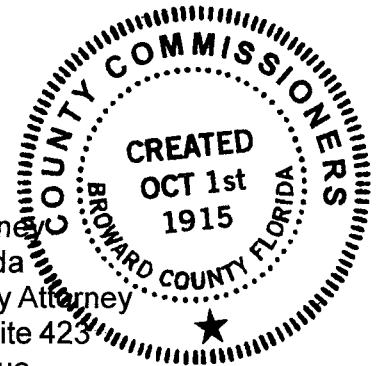
[Signature]
Christina Daly

COUNTY

By:

[Signature]
Bertha Henry, County Administrator

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



Insurance requirements
approved by Broward County
Risk Management Division

By [Signature] 04/24/18
(Date)

By [Signature] 4/26/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney

By [Signature] 4/26/18
Michael J. Kerri (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF ~~DANIA BEACH~~ FOR USE OF BROWARD COUNTY TEMPORARY
DEBRIS MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

for Jan Schneider, Deputy City Clerk
City Clerk or Authority
Louise Stilson, CMC

By: Tamara James
Mayor Tamara James

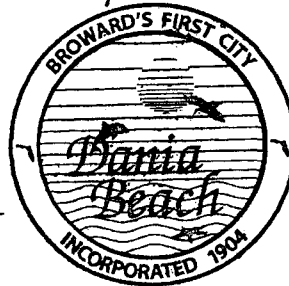
Dated: 10 day of April, 20 18

APPROVED AS TO LEGAL FORM:

By: Robert Baldwin
Robert Baldwin, City Manager

Thomas J. Ansbro
Governmental Entity Attorney
Thomas J. Ansbro

Dated: 4-10-18





CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: November 9, 2022

To: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce L. Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

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

Subject: Manager's Report

On Wednesday, October 26th, the first Dania Beach Howl-O-Ween pet costume party was held at Precious Paws Dog Park next to PJ Meli Park. The event was packed with furry friends wearing fun costumes. It was a great evening for the entire family. The three finalists for the cutest and most creative costumes won great prizes, and everyone was a winner for participating.

On Friday, October 28th, the Fall Festival was held at CW Thomas Park. The event was filled with children of all ages having fun, collecting candy at the trunk or treat, enjoying the bounce houses, face painting, and lots of great activities.

On Sunday, October 30th, the City of Dania Beach welcomed participants and visitors to the inaugural 5k Fun Run at Dania Pointe. Dania Pointe and the City of Dania Beach partnered on this wonderful endeavor that showcased our City! A multitude of runners from all over the State of Florida participated in this event. Thank you to the Dania Pointe Team for putting this amazing event together and to all who supported and were present.

The Parks Department is planning our December Holiday events including the Christmas Tree Lighting on December 1st, and the Kwanza event on December 6th.

Please see included with this report the November monthly Special Magistrate list of cases, so you are aware of all properties in the Code compliance process.

Special Magistrate Hearing Agenda

Hearing Date: 11-17-2022

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2022-00000575	Active	H-FIRST HEARING - First Hearing	369 PHIPPEN RD	GOSINE, ALVIN	Anson Westberry
2022-00000898	Active	H-FIRST HEARING - First Hearing	320 E DANIA BEACH BLVD	SORMI INC	Anson Westberry
2022-00000950	Active	H-FIRST HEARING - First Hearing	626 NE 3 ST	SANTOS REV TR RUIZ-SANTOS BEATRIZ TRSTEE	Anson Westberry
2022-00000988	Active	H-FIRST HEARING - First Hearing	1301 S FEDERAL HWY	RADA LAND LLC	Anson Westberry
2022-00001009	Active	H-FIRST HEARING - First Hearing	50 SE 10 TER	OUHILAL, SOPHIA	Anson Westberry
2022-00001018	Active	H-FIRST HEARING - First Hearing	2800 S FEDERAL HWY	DS REALTY INC	Anson Westberry
2022-00001102	Active	H-FIRST HEARING - First Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH,	Anson Westberry
2022-00001109	Active	H-FIRST HEARING - First Hearing	601-649 E DANIA BEACH BLVD E	DANIA BEACH RENTALS LLC	Anson Westberry
2022-00001272	Active	H-FIRST HEARING - First Hearing	414 SE 5 ST	MORALES, EUGENIA GARAY, RANDOLPH	Anson Westberry
2022-00001209	Active	H-FIRST HEARING - First Hearing	NW 1 ST	GARNETT REAL ESTATE HOLDINGS LLC	Christina Caserta
2022-00000217	Active	H-EXTENSION - Extension Hearing	2051 GRIFFIN RD	2051 GRIFFIN ROAD LLC	George White
2022-00000965	Active	H-FIRST HEARING - First Hearing	2797 SW 46 ST	DELGADO, GABRIEL DELGADO, RUBEN	George White
2022-00001052	Active	H-FIRST HEARING - First Hearing	3981 SW 58 ST	SAM HOLDINGS 2002 LLC	George White
2022-00001121	Active	H-FIRST HEARING - First Hearing	2332 GRIFFIN RD	SHELDON OF S FL LC % DAVIS & BELLINSON LLC	George White
2022-00001144	Active	H-REPEAT HEARING - Repeat Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	George White
2022-00001145	Active	H-REPEAT HEARING - Repeat Hearing	151 MONROE UDELL ST	RESIDENCE AT WESTLAKE GROUP LLC	George White

Special Magistrate Hearing Agenda

Hearing Date: 11-17-2022

2022-00001155	Active	H-FIRST HEARING - First Hearing	5940 SW 37 AVE	HOMESTEAD HOLDINGS 2017 LLC	George White
08-0459	Active	H-ABATEMENT - Abatement Hearing	529 E SHERIDAN ST	MEDINA, VICTOR	HISTORICAL CE INSPECTOR
2020-00000900	Active	H-FIRST HEARING - First Hearing	409 SE 4 TER	LAUREN MARZIANO LE NABIL BOUTROS LE ETAL	George White
2022-00000352	Active	H-FIRST HEARING - First Hearing	3181 SW 44 ST	3181 SW 44TH STREET LLC	George White
2022-00000899	Active	H-FIRST HEARING - First Hearing	4091 SW 51 ST	FLORIDA POWER & LIGHT CO ATTN: PROPERTY TAX- PSX/JB	George White
2016-00000027	Active	H-ABATEMENT - Abatement Hearing	5020 SW 29 WAY	JOSEPHINE M CALLAHAN	Christina Caserta
2016-00000027	Active	H-ABATEMENT - Abatement Hearing	5020 SW 29 WAY	JOSEPHINE M CALLAHAN	Christina Caserta
2021-00000832	Active	H-EXTENSION - Extension Hearing	4161 SW 22 AVE	KATHLEEN W REICH REV LIV TR GOLLNICK CAROL REICH TRSTEE ETAL	Christina Caserta
2022-00000270	Active	H-EXTENSION - Extension Hearing	238 SW 1 CT	BELLERA, INGRID	Christina Caserta
2022-00000272	Active	H-EXTENSION - Extension Hearing	SW 7 TER	NEWBOLD, DORIS	Christina Caserta
2022-00000364	Active	H-EXTENSION - Extension Hearing	230 SW 14 ST	GREAT MIAMI REAL ESTATE INVESTMENT & MANAGEMENT LLC	Christina Caserta
2022-00000540	Active	H-SPEC HEARING - Special Set Hearing	14 SW 6 ST	MCKINNEY, DAN W	Christina Caserta
2022-00000713	Active	H-EXTENSION - Extension Hearing	260 SW 15 ST	BELLERA, INGRID E BELERA, VICTOR O	Christina Caserta
2022-00000892	Active	H-FIRST HEARING - First Hearing	502 SW 2 AVE	AMAR ASHER	Christina Caserta
2022-00000900	Active	H-FIRST HEARING - First Hearing	716 SW 9 ST	MATTHEWS-ALLISON JHENELL R	Christina Caserta
2022-00000916	Active	H-FIRST HEARING - First Hearing	5190 SW 27 TER	ENTESSARI, ABBAS	Christina Caserta
2022-00000926	Active	H-FIRST HEARING - First Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Christina Caserta

Special Magistrate Hearing Agenda

Hearing Date: 11-17-2022

2022-00000979	Active	H-FIRST HEARING - First Hearing	37 SW 6 AVE	ZATTIERO, AURA	Christina Caserta
2022-00000980	Active	H-FIRST HEARING - First Hearing	37 SW 12 ST	SOUTH FLORIDA RENTAL MANAGEMENT LLC	Christina Caserta
2022-00000987	Active	H-FIRST HEARING - First Hearing	250 S FEDERAL HWY	250 SOUTH FEDERAL LLC	Christina Caserta
2020-00000377	Active	H-EXTENSION - Extension Hearing	601 NW 7 ST	ROBERT A MIKES & SHEILA MIKES	Windy Damis
2021-00000116	Active	H-EXTENSION - Extension Hearing	601 NW 7 ST	MIKES ROBERT A & MIKES SHEILA	Windy Damis
2022-00000047	Active	H-EXTENSION - Extension Hearing	2 SW 6 AVE	NOA & ELI LLC	Windy Damis
2022-00000909	Active	H-FIRST HEARING - First Hearing	2956 LAKESHORE DR	CULQUI MARIA C DOBBERTIN ROJAS, MARCO A VIGO	Windy Damis
2022-00000961	Active	H-FIRST HEARING - First Hearing	5182 SW 27 TER	CRANE WENDY LYNN	Windy Damis
2022-00001001	Active	H-FIRST HEARING - First Hearing	2301 STIRLING RD	BRE JUPITER SOUTHEAST FL LLC	Windy Damis
2022-00001011	Active	H-FIRST HEARING - First Hearing	2351 SW 34 ST	LEGGENDE REALTY LLC	Windy Damis
2022-00001055	Active	H-FIRST HEARING - First Hearing	SW 27 TER	K & E 2700 LLC	Windy Damis
2022-00001056	Active	H-FIRST HEARING - First Hearing	4811 SW 28 AVE	UNITARIAN UNIVERSALIST CONGREGATION OF F LAUDERDALE INC	Windy Damis



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: November 9, 2022

TO: Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney

SUBJECT: Proposed Interlocal Agreement Regarding Airport

The Request

The County has requested the City to review the draft interlocal relating to count airport regulations.

Background

On September 15, 2022, Broward County reached out to the City regarding their request for an Interlocal Agreement between all the cities adjoining the airport. Fla. Stat. Chapter 333 authorizes the County to enforce land use regulations adjacent to, or in the immediate vicinity of the Airport, which regulations can be enforced through an interlocal or the creation of an aviation board with the affected adjoining cities.

By way of background, the City previously filed suit against the Hollywood/Ft Lauderdale Airport, due to its expansion and noise issues. By November 18, 2013, the City and the County executed a settlement agreement relating to (1) transfer of certain land (voluntary sales of property), (2) the county sound proofing certain residences, (3) County to implement sound mitigation and abatement regulations; (4) voluntary nightly closures, (5) stormwater management funding by County for Taylor Road area, (6) tree relocation along Griffin Road, (7) county to erect "Welcome to Dania Beach sign on former Hilton Property; (8) county to maintain certain area of Griffin Road, wall and swale areas, County to pay City \$278,000 in liquidated damages; (9) the settlement replaces the 1995 Interlocal Agreement, which would now allow the permits to proceed with the South runway expansion, including the demolition of the Hilton Hotel.

Please note, that the City Charter, at Article 3, Section 3, states:

Any agreement of any kind to which the city may be a party, which affects any city residents and which involves any expansion, modification, addition to or change to or of any lands associated with the Fort Lauderdale-Hollywood International Airport, shall require a four-fifths ($\frac{4}{5}$) vote of the city commission, as authorized in advance by adoption of an ordinance. There shall be two (2) public hearings on the

ordinance and notice of each such hearing shall be published in a newspaper of general circulation within the city, at least ten (10) days before each such hearing.

I do not believe that this Charter provision is impacted by the ILA but have provided the language so that we are aware of the Charter provision.

Based, in part, upon the settlement agreement and consistent with the Federal Aviation Administration regulations for a city adjacent to an airport, the City modified the Land Development Code (LDC) to include Section 260-10, provides regulations relating to “Airport proximity and navigational hazard regulations” which requires review relating to special height limitations and Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) review requirements, and compliance with Chapter 333, Florida Statutes, which provides additional height, land use, and zoning regulations in the vicinity of airports.

In March 2022, the County amended its Airport regulations contained at Section 5-182.10, further regulating the determination of hazards to aviation safety. The County would like to enact the interlocal authorized pursuant to Chapter 333 of the Florida Statutes and seek to shift some of the responsibilities to the adjacent municipalities for enforcement. County Code Section 5-182.10 is divided into three main parts: subsection (a) that governs the runway protection zones (i.e., the areas close to the end of the runways); subsection (b) that governs notice of noise impacts; and subsection (c) that governs obstruction approvals and land use. In subsection (c), there are provisions that deal with obstruction approvals (subsection (c)(2)) and provisions that contain “land use compatibility regulations” (subsection (c)(3)). The proposed Interlocal Agreement would have the City adopt all provisions in Section 5-182.10, but there is no reason why the City could not pick and choose which provisions it accepts, or identify revisions to certain provisions to meet the City’s needs.

Overview of Land Use Regulations Applicable to Areas Near the Airport

There are multiple levels of government regulation of land use near airports that are designed to protect the safety of air navigation. At the federal level, the Federal Aviation Administration (“FAA”) has regulations at 14 CFR Part 77 that are designed to maximize the safety of aircraft operations. Those regulations prohibit the creation of physical hazards to air navigation and establish a system whereby property owners provide notice to the FAA when they propose buildings or mobile objects over a certain height above ground level so that the agency can determine whether they present a hazard. There are different heights that require notice depending on the location in relation to the runways (the height limits are lower off the ends of runways), the location in relation to maps of “imaginary surfaces” that show the height at which an object could interfere with air navigation, and other factors. 14 CFR §§ 77.13-77.23. For example, the FAA reviews proposed objects 200 feet high that are located within three miles of a runway like at the Airport. See 14 CFR § 77.17(a)(2). 131010561.3

Florida law also provides for the regulation of land use near airports to prevent the creation of hazards to air navigation. Chapter 333, Florida Statutes, governs “airport zoning.” The statute requires a permit from the Florida Department of Transportation for the construction of any obstruction within ten miles of an airport, § 333.025(1), Fla. Stat., and also requires local

governments to enact zoning laws to prevent the creation of hazards, § 333.03(1)(a), Fla. Stat. Where the airport is operated by a local government that is different than the local government that has authority over land use, the statute requires the two governments to either “[b]y interlocal agreement, adopt, administer and enforce a set of airport protection zoning regulations,” or “create a joint airport protection zoning board that shall adopt, administer, and enforce a set of airport protection zoning regulations.” § 333.03(1)(b), Fla. Stat. Where more than one local government enacts airport zoning regulations that are in conflict “with respect to the height of structures or vegetation, the use of land, or any other matter,” then “the more stringent limitation or requirement shall govern and prevail.” § 333.04(2), Fla. Stat.

Broward County Code Section 5-182.10 also regulates land use near the Airport, including in areas of Dania Beach. The County has authority to regulate land use in unincorporated areas but may have more limited authority to regulate land use in the municipal limits of Dania Beach. The County’s airport zoning ordinance addresses height issues like the federal regulations and Dania Beach ordinance, but expressly reserves the County’s right to declare a structure a hazard even if the FAA determines that it does not threaten safe air navigation. § 5-182.10(2)(c), County Code. The ordinance provides that no development permit shall be issued for any structure with a height that exceeds the airport imaginary surface for its location. The ordinance also contains a section of “land use compatibility regulations” that limits lighting of structures and prohibits the operation of a land use “that is misleading or dangerous to aircraft operating in the vicinity of the Airport.” § 5-182.10(3)(b), County Code. The ordinance also states that “[i]t is the intention of the Board of County Commissioners ... that each local government that has land underlying the Airspace Imaginary Surfaces, by interlocal agreement in accordance with Chapter 333, Florida Statutes, adopt, administer, and enforce the regulations in this Section...” § 5-182.10(c)(1)(b), County Code.

The City has airport-specific provisions in its zoning ordinance. Dania Beach Code Section 220-20 establishes “airspace restrictions on allowable height” that require notice to the FAA for new structures that trigger provisions of 14 CFR Part 77. Applications for structures subject to FAA review must also be provided to the Broward County Aviation Director for review and comment, but Dania Beach Code reserves to the City final authority to approve the structure under the City’s requirements. § 220-20(B), City Code. As a matter of practical application, currently, all development projects are submitted to the County for aviation clearance purposes. The City also adopted Section 221-10, relating to “Noise mitigation”, requiring noise mitigation for proposed future residential properties that would maintain a 45 decibel interior sound level.

Review of the Interlocal:

The purpose of this memorandum is to summarize and provide recommendations regarding Broward County’s (the “County”) proposed Interlocal Agreement with the City of Dania Beach (“City”) regarding land use in the vicinity of the Ft. Lauderdale-Hollywood International Airport (“Airport”).

1. The proposed Interlocal Agreement would impose land use requirements from the County Code that are different than those in the City’s zoning ordinance. In particular, the County ordinance that would be enforced through the proposed Interlocal Agreement would not only regulate the height of buildings but also would regulate uses of land that might be “misleading” to

pilots. The regulation of height under the Interlocal would be predominantly consistent with the City's code provisions in Section 260-10. Currently the City submits all building applications to the County for sign off as to consistency with the FAA, FDOT and Florida Statutes Chapter 333, relating to height regulations. The proposed interlocal introduces an interactive software program that each city would utilize, putting in the property address and all height components (including towers, antennas, water towers, etc.) to see if there is an obstruction that would interfere with flight navigation hazard regulations. In short, with the interactive tool, the county is turning over this review responsibly to the cities.

The "Draft ILA Template" provided by the County would have the City "adopt, administer and enforce Section 5-182.10 of the [County] Code." Draft ILA, Art. 2, Section 2.1. The proposed Interlocal Agreement would require the City to follow the entire County airport zoning ordinance and not just newly amended portions of it. The City would conduct the initial screening of development to determine if it would violate the County regulations, id. § 2.2(B), but would appear to leave the final decisions to the County, id. § 2.3.

As indicated above, the County proposes that the City would be the arm to screen all projects in the jurisdiction and that the City is to use the County's interactive tool/software. Staff is concerned with this shift from the county doing the determination to the City making this determination could be cumbersome and time-consuming. Staff would rather continue with how the city currently operates, by requiring applicants to obtain a non-objection letter from the County. Under the interlocal, the City is required to identify the obstructions that it reviews and signs off on. If there is an obstruction possibility, that could go to the County for final sign off. If not signed off by the County, the County could subsequently interfere and reject the project or request removal of the project if constructed. This could lead to a "taking" claim against the County. I don't know if it could lead to a claim against the City, as well.

2. The City is not obligated to enter into an Interlocal Agreement with the County. But, if the City does not agree to An interlocal, Chapter 333, Florida Statutes, does not give the County authority to control land use near airports in general, because it contemplates either an interlocal agreement with the City or creation of a joint airport protection zoning board, neither of which would be necessary if the County could just directly regulate land use within the City limits. Section 333.03(1)(b), Fla. Stat., contemplates that local governments might not agree, because it creates an alternate procedure whereby the County and City set up a joint airport protection zoning board with power to establish airport zoning rules. This means that the City retains an important role related to the regulation of land use near the Airport. There are practical reasons why the City should want to work with the County to reach agreement over land use regulations near the Airport. First, there is a shared public interest in protecting the safety of air navigation.

The City already has zoning to protect the Airport, which was adopted many years ago, and it seems reasonable to update the City's rules. Second, the City will have to agree with the County on the rules anyway, because if the City does not enter into an Interlocal Agreement, then state law requires the creation of a joint airport protection zoning board with power to establish zoning rules. It would be better for the City to negotiate any issues directly with City staff, rather than through appointees to a joint board. Third, if the County ordinance is effective within the

boundaries of Dania Beach based on the County Charter, then the City is better off trying to reach agreement with the County rather than just having the County rules imposed on it.

The idea would be to have two members appointed by the County, two by the City, and the parties agree to a fifth person. Also, if other cities are involved, it may have a greater sized board, to include Davie, Hollywood, etc. This could lead to a great level of bureaucracy.

Actual language relating to the creation of the board:

Before the initial zoning of any airport area under this chapter, the political subdivision or joint airport zoning board that is to adopt, administer, and enforce the regulations must appoint a commission, to be known as the airport zoning commission, to recommend the boundaries of the various zones to be established and the regulations to be adopted therefor. Such commission shall make a preliminary report and hold public hearings thereon before submitting its final report, and the legislative body of the political subdivision or the joint airport zoning board may not hold its public hearings or take any action until it has received the final report of such commission, and at least 15 days shall elapse between the receipt of the final report of the commission and the hearing to be held by the latter board. If a planning commission, an airport commission, or a comprehensive zoning commission already exists, it may be appointed as the airport zoning commission.

3. The City should be aware that if it enters into an Interlocal Agreement, the City likely should update its own zoning ordinance to reflect the agreed-upon new requirements. This may not be strictly necessary, because Florida law requires that the stricter airport protection rules apply, and the Interlocal Agreement would have stricter rules, but it would seem to be clearer to members of the public if the City's zoning ordinance were updated.

4. The Interlocal and County Code, as authorized under Chapter 333, F.S., does not create a big change as to the height regulations. The real challenges come in as to language relating to possible restriction on certain uses: For example (A) lights/illumination, (B) what is a "hazards to air navigation", (c) what are potential noise impacts, (d) obstruction approvals, (e) items that are misleading (f) searchlights, laser lights, (g) smoke, (h) Electronic interference; (i) highly reflective materials (Could it affect solar panels, etc.?). The County should make the final decision on this but these terms should be better defined, or simply defined, as I don't know what misleading means in this context, nor what is a "highly reflective material." What is electronic interference? These terms should all be defined for the applicant and the adjacent cities to understand.

5. City to provide Airport/County notice of changes to our Comprehensive Plan, particularly the Future Land Use Section. We may want to negotiate a provision that the County will provide the Cities surrounding the airport with written prior notice of any intent to expand the airport. The City should require a similar provision from the County re: any changes to Section 5-182.10, of the Broward County Code or any intent to expand the airport (whether exploratory, modification to Comprehensive Plan, zoning code, etc.).

6. Paragraph 2.2 Delete paragraph and replace with: “The City and County shall comply with this Agreement and enforce Section 5-182.10 of the Broward County Code of Ordinances and Section 260-10, of the City’s Land Development Code in accordance with the terms of this agreement.” Additionally, I am concerned with updates to the Count Code that may occur in the future. The City does not believe it should contractually give up its zoning authority. City may have issues with future amendments.

7. Section 2.3 should be modified to reflect that the applicant is to send any modification to the County for additional review.

8. At Section 2.4 the County should determine what is an obstruction, not the City. The County should be using the interactive tool, not the city, as it creates more administrative work and staff time to do the county’s work. And this way, the responsibility remains with the County, that has the staff and training to make that determination.

9. Modify 4.2 to make clear that any modification must be approved by the applicable party’s elected body.

10. Section 4.5 should be deleted in its entirety. Remedies should be against the applicant/ developer, not the City. Section 333.13 indicates a misdemeanor, which should be against a person, not a municipal corporation._The City does not have the authority to enter into such a contract provision, which effectively contracts away the exercise of its police powers. By providing this remedy, it will force the city to approve or deny applications based on this agreement. P.C.B. Partnership v. City of Largo, 549 So.2d 738 (Fla. 2d DCA 1989)

EAB:la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager