



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MARCH 26, 2024 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

ADDENDUM NO. 1

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. BCPS - School Board Member Daniel Foganholi - The Future of our Schools - *Sponsored by Commissioner James*
2. Mayor Frank C. Ortis, City of Pembroke Pines - *Sponsored by Vice Mayor Lewellen*
3. FCCMA Honoring Dania Beach: Celebrating 75 Years of Commission-Manager Governance - *City Manager's Office*
4. Stormwater Revenue Sufficiency and Discussion on Capital Funding - *Finance/Raftelis Financial Consultants*
5. Special Event Application - Lauren's Kid's "Walk In My Shoes" - *Parks and Recreation*
6. Special Event Application - Florida Mega Market - *Parks and Recreation*
7. Request for Proclamation Approval - National Autism Acceptance Month - Presentation to Dan Marino Foundation - April 7, 2024 - *Sponsored by Commissioner Davis*
8. Retroactive Approval of Proclamation - Expression of Sympathy for Deborah Simmons - *Sponsored by Commissioner James*

4. PROCLAMATIONS

1. Government Finance and Procurement Professionals Month- March 2024 - *Finance*
2. Dania Beach Improvement Committee - 60th Anniversary - *Sponsored by Mayor Ryan*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
 - April 8, 2024 Budget Workshop - 4:30 p.m.
 - April 9, 2024 City Commission Meeting - 7:00 p.m.

6. PUBLIC SAFETY REPORTS

7. CITIZENS' COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the

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

8. CONSENT AGENDA

1. Minutes: None.
2. Travel Requests: None.
3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF FIVE FORD VEHICLES AND TWO GENERATORS FOR PARKS AND RECREATION DEPARTMENT AND STREETS, GROUNDS AND SEWER DIVISIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY TWO THOUSAND FIFTY FOUR DOLLARS AND FIFTY TWO CENTS (\$352,054.52) FROM BOZARD FORD AND GENSET SERVICES, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA23-VEL31.0 AND SOURCEWELL CONTRACT NUMBER 092222GNR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

4. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), TO PROVIDE FUNDING FOR THE GRIFFIN MARINE PARK BOAT RAMP AND DOCK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

5. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") "SAFER" GRANT TO COVER 2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PERSONNEL COSTS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE APPLICATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services & BSO Fire Department)*

6. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 49th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$177,374.00), AND TO AUTHORIZE THE CITY’S PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CDBG YEAR 49, FOR THE NORTHWEST OASIS NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECT PHASE XVI; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-023 “BUILDING DEPARTMENT RENOVATION PROJECT” TO S3S CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$1,250,393.00) AND TO AMEND THE BUILDING FUND AND FACILITIES MAINTENANCE FUND TOTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Community Development)*

2. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-010, ENTITLED “REHABILITATION OF LIFT STATIONS 1,2 AND 3 (RE-BID)” PROJECT TO DAVID MANCINI AND SONS, INC., IN AN AMOUNT NOT TO EXCEED NINE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$9,774,595.00) PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

3. RESOLUTION NO. 2024-_____

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

AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-025 “HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE” TO PERSONS SERVICES CORP. FOR HISTORIC RESTORATION AND REPAIRS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-075-23), AND VARIANCES (VA-090-23, VA-091-23) SUBMITTED BY ABC RENTALS, INC FOR THE PROPERTY LOCATED AT 2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ABC RENTALS” PLAT (PL-086-23) SUBMITTED BY THE OWNER, ABC RENTALS, LLC FOR A PROPERTY LOCATED AT 2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

3. RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (OT-001-24) FROM THE ONE THOUSAND (1,000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY THE APPLICANT, PEARL BEN YORAM AND MOR BEN YORAM OF MAVERICK LIQUORS LLC, FOR THE PROPERTY LOCATED AT 4501 STIRLING ROAD, WITHIN THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

11. FIRST READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-010 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS

(\$1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$18,100,000.00); TO NOW REFLECT AN EXPENDITURE EXCEEDING \$18,100,000.00 DUE TO THE INFLATION OF SUPPLIES, EQUIPMENT AND SERVICES SINCE THE ORIGINAL PROJECT ESTIMATE IN 2019 WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-010, TO FUND BID RFQ NO. 2021-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, AT ARTICLE 265, “OFFSITE PARKING REQUIREMENTS”, TO CREATE SECTIONS 265-185 THROUGH 265-189 RELATING TO ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND AS A PERMITTED USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE *(Community Development)*.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH THE ACTUAL PROJECT COST WILL BE DETERMINED AT BID AWARD TO FUND THE BUILDING DEPARTMENT RENOVATION PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND THE HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

3. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO AMEND THE CITY’S EXISTING PROHIBITION ON CAMPING TO ENSURE THAT THE PROHIBITION AND ENFORCEMENT MEASURES CONTAINED IN THE CODE COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR SUCH ORDINANCES AS SET FORTH BY THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT IN JOEL V. CITY OF ORLANDO, 232 F.3D 1353 (11TH CIR. 2000); AND UPDATING THE CODE VIOLATIONS RELATING TO CAMPING; REPEALING SECTIONS 17.16 “ARREST AND TRIAL,” 17.15 “VAGRANTS”, AND 17-12.1, “SAME — PROHIBITED GENERALLY”, RELATING TO LOITERING PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

4. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION 16-2, ENTITLED “VACATION RENTALS”; AMENDING SECTION 105-110, ENTITLED “PARKING AND STORAGE OF MOBILE LIVING UNITS”, AND SECTION SEC. 105-140, ENTITLED “RESTRICTIONS ON PARKING COMMERCIAL AND RECREATIONAL VEHICLES IN RESIDENTIAL AREAS” TO CLARIFY THAT MOBILE HOMES OR RECREATIONAL VEHICLES (MOBILE LIVING UNITS) CANNOT BE LEASED FOR SHORT TERM OR LONG TERM RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner James)*

5. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 25, ENTITLED “TRAFFIC”, AT ARTICLE III, ENTITLED “PARKING, STOPPING AND STANDING”, DIVISION 1, ENTITLED “GENERALLY”; AT SECTION 25-48, ENTITLED “PARKING NOT TO OBSTRUCT TRAFFIC”; SECTION 25-66, ENTITLED “PARKING PROHIBITED AT CERTAIN LOCATIONS”; TO CLARIFY THAT TRAILERS, MOBILE LIVING UNITS, TRUCK OVER ONE TON IN WEIGHT, OR ANY VESSEL PARKED IMPROPERLY SHALL BE SUBJECT TO A GREATER FINE THAN A PERSONAL VEHICLE; AND RESERVING SECTION 25-79, CURRENTLY ENTITLED “FINES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

6. *(WITHDRAWN from Second Reading)*
ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO SUBSTANTIALLY MODIFY SECTION 17-11, ENTITLED, “RESERVED TO PROVIDE FOR REGULATIONS RELATING TO “OBSTRUCTING OF PEDESTRIAN AND VEHICULAR TRAFFIC” IN ORDER TO PROHIBIT SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

7. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, “VACATION RENTALS”, AT SECTION 16-3. REVOCATION, SUSPENSION OR TRANSFER OF VACATION RENTAL CERTIFICATE,” TO PROVIDE AN ADDITIONAL BASIS FOR REVOCATION OR SUSPENSION, AND TO GENERALLY PROVIDE A CLEAN UP OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Lewellen)*

8. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO UPDATE THE SCHEDULE OF FINES; AMENDING ARTICLE IV, “CODE ENFORCEMENT”, AT SECTION 2-72, “APPLICABILITY” TO UPDATE THE LIST OF CHAPTERS ENFORCED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

9. ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 5, 17, 20, 21, AND 25 IN ORDER TO AMEND ALL CITATIONS REFERENCING CERTAIN MONETARY PENALTIES OR IMPRISONMENT TO REFLECT SECTION 1-8 OF THE CITY’S CODE ENTITLED “GENERAL PENALTY; CONTINUING VIOLATIONS; VIOLATION

AS PUBLIC NUISANCE”; AND DELETING OBSOLETE PROVISIONS;
PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING
FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(*Community Development*)

13. DISCUSSION AND POSSIBLE ACTION

1. Appointment of Director, Alternate and Second Alternate for Broward League of Cities Board of Directors
2. 158 Federal Highway - Discussion and Possible Action to Designate the Structure Historic with Broward County - *Sponsored by Mayor Ryan*
3. **Request to Use City Seal on Uniform vs. City Logo**

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

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

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Special Events Manager

SUBJECT: Special Events Application Request from Lauren's Kids, a non-profit hosting a state-wide, 1,500-mile "Walk In My Shoes" event on Sunday, April 7 from 8:00 AM – 2:00 PM.

Request:

Special Events Application Request from Lauren's Kids, a non-profit hosting a state-wide, 1,500-mile "Walk In My Shoes" event during National Child Abuse and Sexual Assault Awareness Month. They plan on hosting the event on Sunday, April 7 from 8:00 AM – 2:00 PM.

Background:

Special Events Application Request from Lauren's Kids, a non-profit hosting a state-wide, 1,500-mile "Walk In My Shoes" event during National Child Abuse and Sexual Assault Awareness Month. The event on Sunday, April 7 at 8:00 AM will begin at City Hall, 100 W Dania Beach Blvd. and conclude at Holiday Park, 1150 G. Harold Martin Dr.

The applicant will pay for the necessary services recommended below.

Department Review:	Comments:
BSO Fire: Fire Prevention	Approved
Building Official	Building permits are not required
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues; City recommended beginning walk at City Hall
HR / Risk Mgmt-	COI required
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues, FHP handling brief road closures

Budgetary Impact

The special events application fee for this event is \$150.

Recommendation

The Parks & Recreation Department's recommendation is to approve the special event's application, starting at City Hall, 100 W Dania Beach Blvd.



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: Lauren's Kids "Walk In My Shoes"

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? X Yes No

Is your event located on the beach? X Yes No

Location: Starting point is now at City Hall, 100 W Dania Beach Blvd

Expected maximum attendance 100 Expected sustained attendance 75

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

If yes, please list the past dates, locations and attendance This will be the 10th state-wide (Florida) walk;
the last walk was held in 2018.

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

The Florida non-profit holds a state-wide, 1,500 mile "Walk In My Shoes" walk during National Child Abuse and Sexual Assault Awareness Month (April) A PDF of the Broward Morning walk is included.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>April 7, 2024</u>	<u>Sunday</u>	<u>7:00</u> <u>AM/PM</u>	<u>8:00</u> <u>AM/PM</u>	_____
EVENT DAY 1:	<u>April 7, 2024</u>	<u>Sunday</u>	<u>8:00</u> <u>AM/PM</u>	<u>2:00</u> <u>AM/PM</u>	_____
EVENT DAY 2:	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>	_____
EVENT DAY 3:	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>	_____
BREAKDOWN:	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>	_____

PART II: APPLICANT

Organization Name Lauren's Kids **Name of Authorized Signatory** Ronald L. Book
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 4000 Hollywood Boulevard **City, State, Zip:** Hollywood, FL 33021

Date of registration: 10/11/2007 **State registered in:** Florida **Federal ID #** 26 - 1252588

Email Address: Fudge@laurenskids.org **Phone:** 786-288-5045

Event Coordinator Name Marie Rudolph **Phone:** _____

Title: Race Director **Phone:** _____ **Cell:** 202.841.3636

Email address: rudolph.marie@gmail.com **Fax:** _____

Additional Contact Name Camille Zhuk **Will you be on site?** Yes ☒ No

Title: Race Director **Phone:** _____ **Cell:** 720. 720.394.1206

Email address: Camille@chs365.com **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 X Yes No **If yes, how much?** \$ 25.00

Alcohol for Sale Yes X No **Alcohol for Fee** Yes X 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 X 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? N/A Yes N/A No

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

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.):

N/A

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 Florida State Troopers

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

Any events larger than 1,000 people must have a BSO EMS Detail.

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.

BSO EMS DETAIL REQUIREMENT

Any events larger than 1000 people must have a BSO EMS Detail

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

The cost for EMS Detail is as follows:

- EMS Detail Cart, Fire Rescue Lieutenant or Captain, and DE
- 4 Hour minimum \$75.00 per person per hour total of \$600 this includes the use of the EMS Cart or ambulance.
- Any event over 4 hours will be billed accordingly and will include ½ hour preparation time before event and ½ hour de-mobilization time after event.

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 (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

Fire Watch - Engine/Fire Apparatus with 2-Person Crew (Fee Per Each Crew Member)
\$212.50 per hour with 4 hours minimum for total of \$1700.00
Fire Watch - Engine/Fire Apparatus (per each additional Crew Member)
\$75.00 per hour with 4 hours minimum for total of \$300.00
Incident Commander with Cart - Single Battalion Chief
\$75.00 per hour with 4 hours minimum for total of \$300.00

The City of Dania Beach requires application completion 14 days in advance for the detail services. 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.

Payment for Details can be made as follows:

Payment in person:

Broward County Sheriff's Office

Public Safety Building 2601 West Broward Blvd. Fort Lauderdale, FL 33312

Payment by mail:

Broward County Sheriff's Office

Attn: Special Revenue Unit P.O. Box 9507 Fort Lauderdale, FL 33312

Payment online:

You can now make payments online 24 hours per day, 7 days a week, 365 days per year.

Please visit:

<https://www.govpaynow.com/gps/user/plc/a0019h>

***FEES APPLY FOR ONLINE PAYMENTS**

Make all checks payable to Broward Sheriff's Office. Include Fire Tracking Number on the check (located at the top right corner of billing form).

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: dbspecialevents@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.

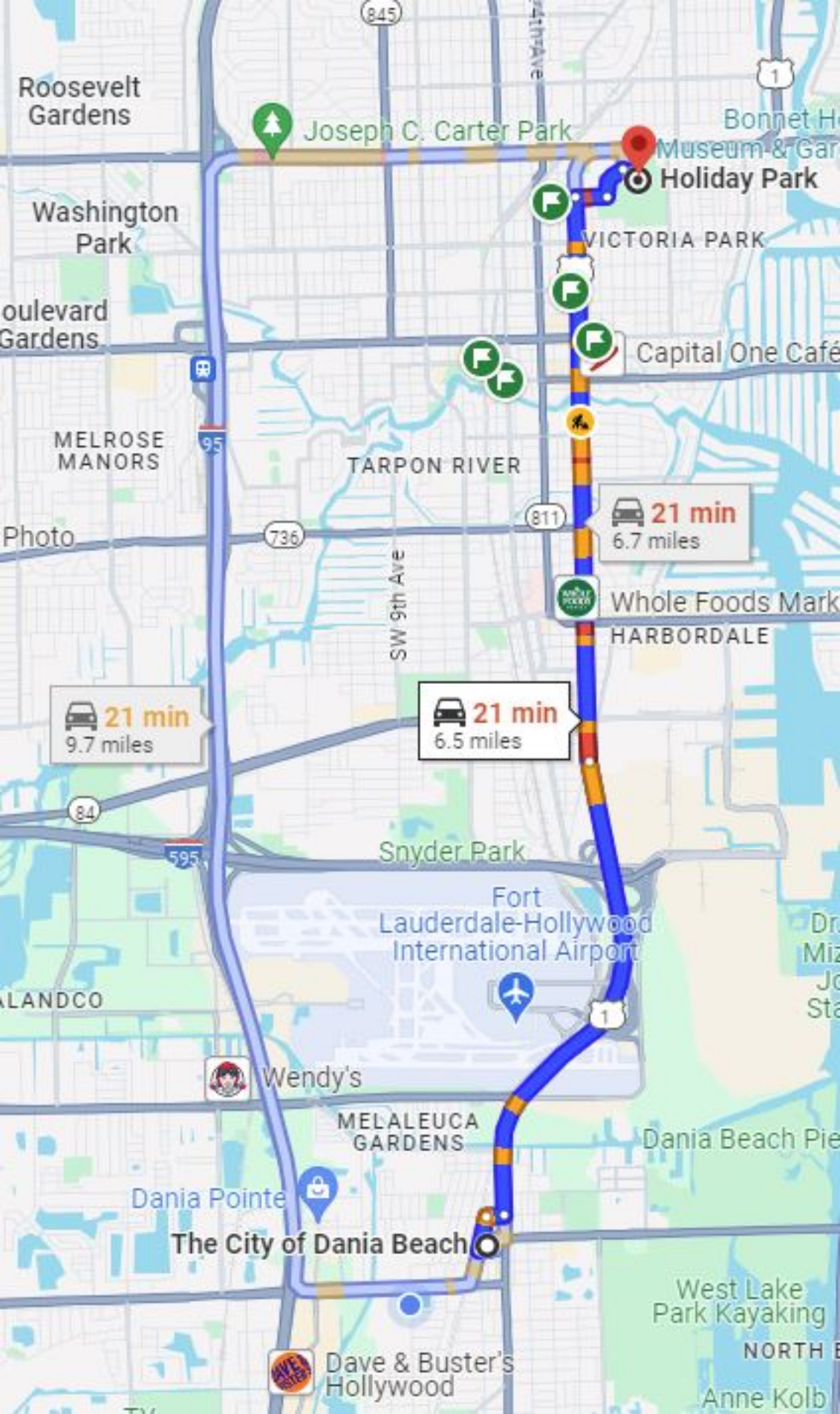
Create an account on RecDesk, <https://daniabeach.recdesk.com/Community/Home>, where an invoice will be sent electronically for the applicant to pay via credit card.

Marie Rudolph

Event Coordinator Signature

February 26, 2024

Date





City of Dania Beach Parks & Recreation Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Ashley Vlastic, Special Events Manager

SUBJECT: Special Events Application Request from Florida Marketplace Group is looking to host their annual mega market in the Dania Beach Casino parking lot on April 13 from 12:00 PM – 5:00 PM.

Request:

Special Events Application Request from Florida Marketplace Group is looking to host their annual mega market in the Dania Beach Casino parking lot on April 13 from 12:00 PM – 5:00 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, including ten food trucks and a 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, non-alcoholic. If guests would like to purchase alcoholic drinks, they will be able to purchase those inside of the Dania Beach Casino. The event will be required to have both BSPO Fire and Police details during the event.

The applicant will pay for the necessary services recommended below.

Department Review:	Comments:
BSO Fire: Fire Prevention	Approved with conditions
Building Official	Electrical permits required
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	No issues, Food trucks to be 10 feet apart
HR / Risk Mgmt-	No response
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues, BSO deputies to be scheduled

Budgetary Impact

The special events application fee for this event is \$300.00.

Recommendation

The Parks & Recreation Department recommends that the City Commission approve the special events application.

PART II: APPLICANT

Organization Name Florida marketplace group, LLC **Name of Authorized Signatory** Diego Caiola
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 9825 NE 2nd Ave **City, State, Zip:** Miami Shores, FL 33152
Date of registration: 4/21/2021 **State registered in:** FL **Federal ID #** 86-3608958
Email Address: diego@thefloridamarketplacegroup.com **Phone:** 7865033956
Event Coordinator Name Norbert Quintero **Phone:** 4074680806
Title: Event Director **Phone:** 4074680806 **Cell:** _____
Email address: norbert@thefloridamarketplacegroup.com **Fax:** _____
Additional Contact Name _____ **Will you be on site?** ____ Yes ____ No
Title: _____ **Phone:** _____ **Cell:** _____
Email address: _____ **Fax:** _____
Event Production Company (if other than applicant) _____
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

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

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

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

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

Amusement Ride ____ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

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

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

Events requiring electricity must be permitted.

Company: _____ **License #:** _____

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

Entertainment ☒ Yes ____ No

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

Fencing or Barricades ____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

Food Vendors ☒ Yes ____ No

Food Trucks ☒ Yes ____ No

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

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

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

☒ Yes ____ No

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

N/A Electric Grill(s) # 4 Gas Grill(s) # ____ Charcoal Grill(s) # ____ Smoker Grill(s) # ____
Grease Fryer(s) # ____ Oven(s) # 4 Electric Range Burner(s) # ____ Gas Range Burner(s) # ____

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ____ No

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

DJ, fun event music, background music.

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

Speakers.

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

Days and times music will be played: **4/13, Noon-5pm**

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

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

Date(s) of Closure **None** Time(s) of Closure **None**
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

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

Date(s) of Closure ____ Time(s) of Closure ____

Sanitation & Waste

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

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

Company Name **Dania Casino** Contact ____ Phone ____

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

Security/Police ☒ Yes ____ No ____

Name **Dania Casino Security** Phone ____

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

Security Company ____ Contact ____ Phone ____

Tents or Canopies ☒ Yes ____ No ____

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

Quantity and size of each? **10x10 50-60**

Company Name **Florida MarketPlace Group LLC** Contact **Diego Caiola** Phone **7865033956**

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

Toilets ____ Yes ☒ No ____

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

Transportation Plan ____ Yes ☒ No ____

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

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

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

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

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

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

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

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

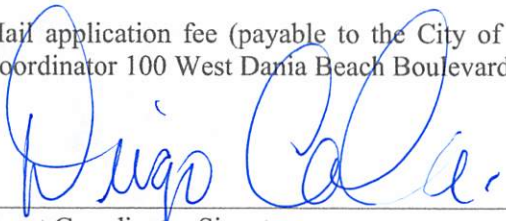
PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

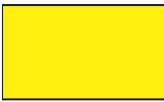
Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004


Event Coordinator Signature

2/22/2024

Date



 Food Trucks
30ft space in between

 10x10 vendor

 Music tent

 Seating area



Date of Event: 4/13/2024

Venue: Casino @ Dania Beach

Location of Event: West lot of Casino

Parking lot



Department of Fire Rescue & Emergency Services - Fire Marshal's Office
Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Florida Mega Market

Event Date(s): Saturday April 13th, 2024

Event Location: Dania Beach Casino

Event Reviewed By: Candice Burton

Date of Review: 2/29/2024

Event Contact Name 1: Diego Caiola

Event Contact 1 Phone:

Event Contact 1 Cell Phone: 786-503-3956

Event Contact 1 Email: diego@thefloridamarketplacegroup.com

Event Contact Name 2: Norbert Quintero

Event Contact 2 Phone:

Event Contact 2 Cell Phone: 407-468-0806

Event Contact 2 Email: norbert@thefloridamarketplacegroup.com

☐ EVENT IS APPROVED

☒ EVENT IS APPROVED WITH CONDITIONS (See Below)

☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐

EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

☒ **Site Plan Required** - See the attached Site Plan Check List for Site Plan Submittal Requirements.

☐ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or be rejected, resulting in a significant time delay. The fire department must have easy access to the special event must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, perfor

☒ **Fire extinguishers required** – Must be provided in accordance with the requirements noted on the Special Event Application. Each vendor that has a portable generator.

☒ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (**Note: Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshal**) not approved.

☒ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and **shall not create a trip hazard for patrons and/or event workers.**

☒ **Gas Grills** must be permitted. Obtain permits from the City of Dania Beach Building Department.

☒ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☒ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262. **See Notes**

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☒ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). **Plans & Permits Shall be required.**

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and **MUST PASS** a fire inspection prior to use. **This must involve a third party licensed gas contractor to perform a gas leak test.**

☐ **Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **The use of pyrotechnics and/or fireworks display is not permitted at this location.**

☒ Other Requirements: Notes: No vendor tents are to exceed outside of the assigned vehicle parking spaces. (Shall not hinder life safety access). Tents that are permitted to have generators must have a sufficient fire extinguisher. (10lb ABC). A Fire Inspector shall be required to inspect the site before opening of the event.

A licensed gas company is required to be on site to perform a gas leak testing before the opening of the event, and before any cooking begins. All food trucks and vendors must be on site, ready for the fire inspection and gas company leak testing. This inspection shall take place 1 hour or sooner, before event is open to the public. It is the responsibility of the Event Coordinator to set up the gas leak inspection, with a licensed gas company, while the fire inspector is onsite. (see below for after-hours inspection time). Street closures, Fire department access, tent spacing and fire extinguisher inspections along the path of egress between tents must be complying before the event is signed off.
An after-hour request form must be approved by The Fire Marshal's Office.
Contact: FPO Richard Brown: richard_brown@sheriff.org or Inspector Burton: Candice_burton@sheriff.org

☐ INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS. (P) amount?

☒ Other Requirements and/or Special Notes:
Fire inspection detail required. Invoice for inspector will be provided.

INSPECTION AND/OR DETAIL REQUIREMENTS
(The below information must be filled out by Fire Prevention prior to releasing comments back to the applicant)

☐ N/A ☒ Pre-Event Inspections Required (Date): See top of page 1

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

DATE(S) & TIME(S): Saturday 0900-1300

☐ N/A ☐ Fire Inspector Stand-By Detail Required

(Dates & Times): _____

☐ N/A ☐ Operational Detail Required Type:

Dates & Times: _____

☐ N/A ☐ SEE ATTACHED FEE SCHEDULE FOR REQUIRED INSPECTIONS AND/OR DETAILS. Email: richard_brown@sheriff.org

Event Applicant, Please fill out and sign below for the acknowledgment of the above said instructions and return to richard_brown@sheriff.org / or / Candice_burton@sheriff.org / or / Lisa_Muggeo@sheriff.org

Name (Print): Diego Carda Signature: [Signature] Date: 3/4/24



Feb 9, 2024

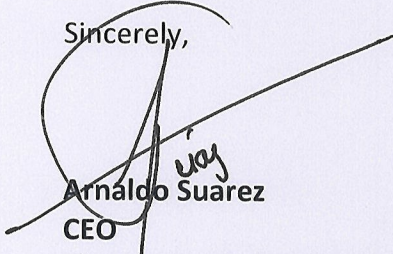
City of Dania Beach
Permitting Office Supervisor

RE: Florida Market

Please accept this letter as consent and authorization for the use of the west section of our Parking Lot for the use of the Florida Market hosted by The Florida Market Group LLC on Saturday April 13, 2024.

The Casino @ Dania Beach knows how important this event is to the community, and we are pleased to be a part of it.

Sincerely,



Arnaldo Suarez
CEO

The Casino @ Dania Beach



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, the Florida Government Finance Officers Association (FGFOA) and the National Institute for Government Procurement (NIGP) are two professional associations that cater to finance professionals such as those employed by the City of Dania Beach; and

WHEREAS, the associations are dedicated to being a significant professional resource by providing opportunities through education, networking, leadership, and information; and

WHEREAS, the FGFOA and NIGP, along with their member governmental organizations, acknowledge the importance of government finance and procurement professionals and the vital services they provide to our state, cities, and communities and further recognize, support, and practice the Public Procurement Values and Guiding Principles of Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency; and

WHEREAS, the City Commission of the City of Dania Beach recognizes that the City Finance Department plays a critical role in public service as stewards over citizens shared financial resources and oversight of public funds expenditure, which make possible the services that are essential to the safety, livability, and vitality of the Dania Beach Community.

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

Government Finance and Procurement Professionals Month

in the City of Dania Beach, Florida and extend our appreciation to all government finance professionals throughout the state and here in the city of Dania Beach, for their hard work, dedication, and leadership.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, the Dania Beach Improvement Committee (DBIC) has been beautifying Dania Beach and is celebrating its 60th anniversary this year. Founded in 1964 as a branch of the Chamber of Commerce, it was made up of twenty people who lived or did business in Dania Beach. The Committee started with five members: A. J. Ryan Sr., Frank Eby, Mrs. Marie Parker, Mrs. Will La Bree, and Mrs. Genevieve Ely, and currently has eighteen active members; and

WHEREAS, the DBIC 's sole mission was, and remains today, to raise money to improve the art and cultural role in the community. Through the years, funds were raised for various projects including: in 1990 trash was removed from Dania Beach Boulevard as part of the "Adopt a Highway" County program, trees were bought and planted around the city and at the beach, a street clock installed at City Hall, a fountain was placed at the Nyberg-Swanson house, and benches were placed at several parks all thanks to passionate residents and supporters dedicated to keeping the small-town charm of Dania Beach shining bright; and

WHEREAS, yesterday and today, the Dania Beach Improvement Committee is at work looking for ways to raise dollars for the beautification of Dania Beach while acting in the community's best interests to create an environment which leaves residents proud and visitors impressed; and

WHEREAS, the DBIC has pursued activities which create a more vibrant and enjoyable way of life in Dania Beach. These efforts have not only helped beautify the community, but also sharpened its identity and created a true sense of unity; and

WHEREAS, today, the efforts of the Dania Beach Improvement Committee continue under a new generation of volunteers, making the city a better place to live, work, and play.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Archibald J. Ryan, IV, Mayor of the City of Dania Beach, Florida, do hereby proclaim March 26, 2024 as

Dania Beach Improvement Committee 60th Anniversary Day

in the City of Dania Beach, Florida and do thank the Dania Beach Improvement Committee for the outstanding work they continue to do in our city and do congratulate them on their 60th anniversary.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN, IV
MAYOR



CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

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

MEMORANDUM

Date: March 26, 2024

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

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

Subject: Manager's Report

As requested by the commission on February 27th, we conducted research on the timeline and estimated expenses associated with relocating and restoring to historical standards the A. C. Frost house. Provided below is a schedule for hiring a contractor to relocate the house.

The process of selecting a contractor to relocate the house, including the Request For Proposal (RFP), is expected to take approximately 49-60 days. For your reference, below is an example of an expedited timeline:

- Bid authorization: April 9
- Issuing RFP: April 16 (open for 30 days)
- Bid Opening: May 16
- Committee Meeting: May 23
- City Commission Award: May 28

Once the house has been relocated to its final and permanent location, we will commence the assessment and historical restoration phase. Please find below an estimated outline of the steps, costs, and timeline, these are all approximations.

1. Request for Qualifications (RFQ) advertisement to select the firm for assessing the house's condition and creating the interior design: 3 months - \$1,000
2. Condition Assessment and cost estimate for design: Approximately 4-6 months - \$35,000
3. If the City Commission decides to approve assessment and move forward with the design, it would take approximately 6 months to complete design at a cost of \$95,000
4. Advertisement for construction, Invitation to Bid (ITB): 2 months
5. Opening the bids, selecting the contractor, obtaining City Commission approval, and awarding the contract to the contractor: 2 months minimum
6. Construction: Approximately 8-10 months

Estimated relocation cost is \$225k - \$250k including concrete foundation.

Estimated historic restoration \$1 million (Nyberg historic restoration cost is \$1.2 million).

The complimentary Dania After Dark Blues & BBQ event, sponsored by Memorial Health, is set to take place on Saturday, April 13th from 6:00 p.m. to 9:00 p.m. at City Hall. Attendees can look forward to the dynamic performances of three local blues bands on the main stage. There is something for attendees of all ages! Kids can enjoy the Kids Zone which will provide a range of engaging activities, including a little chef class, face painting, a gaming truck, and chef hat & apron arts & crafts, and catering to the entire family. Culinary enthusiasts can explore the Art Park Lawn, where a series of demonstrations will be held, featuring a BBQ Competition where more than 10 vendors will offer free samples for guests to vote on their favorite BBQ dish between the hours of 7:00 p.m. and 7:45 p.m. The winning dish will be announced on the main stage at 8:00 p.m. To ensure convenient access, complimentary parking, and shuttle service will be provided from Dania Beach Casino to City Hall, running continuously from 5:30 p.m. to 10:30 p.m.

The success of Dania after Dark has resulted in the need to explore the opportunity to look into cost/investment to expand the parking garage to include the additional two levels that the structure can support. One hour into the Seafood Festival event at 5:00 p.m., the garage was full. We will explore partnerships as well; however, the first step will be to explore the cost so we can share a full game plan and all options with you.

Lucky Fish Restaurant at Ocean Park is in full construction mode. All approvals from all agencies including the city building permits were completed in February. Foundation work is complete, and they started going vertical commencing on Monday, March 18th. I would expect them to be finished within 8-9 months. This is an approximate time frame provided no setbacks/ unforeseen circumstances per my communication with Director Eleanor Norena. Ideally, we would want a TCO before the end of this calendar year. On March 25th, Director Norena and our Team will be meeting with the Lucky Fish Team. As we receive more details, we will keep you updated.

I recently received communication from the external affairs manager for the Mars Pet Care Better Cities for Pets regarding our standing as a certified City for Pets. We are very proud of this achievement. Our certification has been extended until 2027. Just recently we hosted a community meeting to discuss the Olsen parks property and one of the elements of the design that was a hit was our dog friendly area. Additionally, last week we had our take your dog to work event, and that was a big hit. We will continue to plan and execute events and activities that ensure we are aligned with continuing to excel as a Better City for Pets!!

Every year I work very closely with our Chief Human Resources Officer to ensure we align our words with actions, particularly our number one goal to recruit and retain the very best! We have raised the bar on the programs and benefits we provide our City employees including of course our elected body that make up our legislative Team. I have been part of 7 cities in 33 plus years of Public Service and no City that I have ever worked with or know of does what we do for our Team members, furthermore we always seek to improve what we do and what we can offer. The aforementioned is a true commitment to our "Culture". Last year we created a very detailed annual report; Personalized Total Compensation Statement (you will receive your hard copy). This document will include your Cash Compensation and Benefits Summary as well as your Estimated Tax Savings and the value of your Total Compensation. I hope you are as impressed with the level of detail as I was. Kudos to our HR Team.

We are ready to move forward with the next steps, with the goal to commence construction at CW Thomas Park! We suggest \$23 million all in with the current GMP of \$22.7 million + \$300k. Our Goal with the support of our City Attorney, CFO and Director of Parks and Recreation is to further negotiate

the contract we have recently received. If we get them lower great, as that provides more contingency. If we do not need to spend the contingency, then funds are returned to the City. This requires up to \$1 million in additional funds from the City to preserve the project and move it forward. As I have communicated to you, time is money as all costs of goods and services continue to increase with no indication of future changes. We are seeking consensus to set aside an amount of \$1 million to proceed. We may or may not need it. We will keep you updated.

DANIA
AFTER DARK



BLUES & BBQ

SATURDAY
APRIL 13, 2024

- 6 PM TO 9 PM -
DANIA BEACH CITY HALL
100 W DANIA BEACH BLVD

FREE ADMISSION

LIVE MUSIC | BBQ COMPETITION | KIDS ZONE

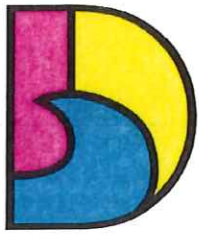
FREE PARK AND RIDE AT CASINO AT DANIA BEACH

 **DANIA BEACH**

DANIABEACHFL.GOV/SPECIALEVENTS

SPONSORED BY:


Memorial
Healthcare System



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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: March 26, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Eleanor Norena, CFM, Community Development Director 
RE: Manager's Monthly Report – February 2024 – Community Development Department

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

Community Development Special Projects:

Future Land Use Map (Small Scale) Amendment. This map amendment is necessary to establish the City of Dania Beach Future Land Use designation for land at two locations recently annexed into the City. The second reading of this map amendment was scheduled to be heard in March 2024.

Electronic Vehicle Charging Stations. Staff is working on a Text Amendment to require and regulate Electric Vehicle (EV) Charging Stations in the City. This item was heard by the Planning and Zoning Board on February 21, 2024, and is expected to go before the City Commission on March 26, 2024, for first reading.

Green Building Initiatives. Staff, with the assistance of a consultant, have drafted regulations to amend the City's Land Development Code to establish green initiatives in which all new development must abide by. This item was heard by the Planning and Zoning Board on February 27, 2024, and is expected to go before the City Commission on April 9, 2024, for first reading.

Development Projects Map. The Development Map provided on the City's website has been updated with the assistance of the Department's GIS consultants. This map shows the location of recent site plans that have been approved along with the current stage of development.

Updated School Mitigation Agreement. Staff is currently working with our consultant and Broward County School Board staff to create an updated School Mitigation Agreement, as is required by the Broward County Board of County Commissioners conditional approval of the City's Future Land Use Element establishing additional Regional Activity Center dwelling units.

Building Division:

The Building Department reviewed and issued 230 building permits and conducted 1,693 inspections. The Department issued two mobile home Certificates of Occupancy.

Planning and Zoning Division:

PL-005-24 GMAX Plat: This plat was submitted to satisfy the comments from Site Plan SP-073-18 to plat the property for a future four (4) single-family house project with common street access created to connect the houses to SW 52nd Street. The project is currently being reviewed by DRC.

SP-006-22 DANIA OAKS PHASE III: This project is a previously approved site plan for the construction of 57 townhomes. The modification request is to build 14 new townhomes. The project is currently being reviewed by DRC.

SP-025-22MOD 101 Dania Apts. Phase II: This project is a previously approved site plan for the construction of a 102-unit multi-family. The modification request is to remove the previously proposed 22,000 SF of office space, relocate the connection bridge from the 4th to 5th floor, increase the heights of the 2nd, 3rd, and 4th elevations, relocate the L/W units from the first floor to the 6th floor to create retail space on the first floor, and enclose second and third-floor terrace/open space to meet the tenant's (LA Fitness) minimum square feet requirements total of 36,510 SQ FT. The project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 36 new Certificates of Use applications for new businesses in the City for the month of February.

The Zoning Division processed, inspected and approved two new Vacation Rental Certificates and issued three renewals of existing operating Vacation Rentals for the month of February.

Code Compliance Division:

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

Code continues to address RV and commercial vehicles throughout the City. This month 69 code actions were taken regarding this issue.

A total of 63 complaints were submitted this month into the City's Ask Dania Beach App and were addressed and inspected by Code staff.

Code continues to work with Public Services to address bulk trash and nuisances' issues throughout the City. A total of 30 code actions were issued this month.

The Code team continues to work with BSO to enforce any noise violations and address any homeless issues.

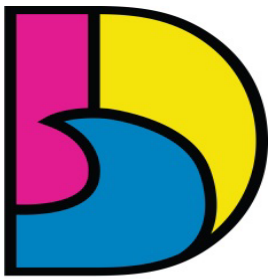
Manager's Monthly Report – February 2024

Code has received four noise complaints in the month of February. Please see log below:

Date of Complaint	Address	Noise Type	Code Officer	Resolution
2/9/2024	414 SE 5 St	Loud Music	Christina Caserta	Irreparable Violation - Went to March 14, 2024 Special Magistrate hearing. Fine assessed.
2/9/2024	414 SE 5 St	Loud Music	Christina Caserta	Irreparable Violation – Went to March 14, 2024 Special Magistrate Hearing. Fine assessed.
2/16/2024	24 SE 14 St	Generator running loud	Christina Caserta	Turned off generator – case complied
2/24/2024	414 SE 5 St	Loud Music	Christina Caserta	Irreparable Violation – Set for April 11, 2024 Special Magistrate Hearing.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking, and noise violations.
- Staff reported five violations at the beach in the Ask Dania Beach App including safety issues, and aesthetics.
- Staff is continuing to monitor the pier, parking lot and sand areas to address violations which include, but are not limited to, placement of tents, smoking, bonfires, and dogs. 510 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers continue to work with BSO Homeless Outreach to address homeless issues at the beach.



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CITY OF DANIA BEACH

HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: March 18, 2024

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

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

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

RE: Human Resources and Risk Management Report

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

Incoming Recruitment

- Recreation Leader

Open Recruitment

- Procurement Specialist
- Senior Planner

Interview/Offer Process

- Summer Camp Counselors (3)
- Summer Camp Site Supervisor
- Community Events Coordinator
- Community Events Liaison
- Division Manager, Athletics
- Park Custodian (PT)
- Recreation Assistant (OC)
- Business Attraction and Investment Manager/CRA
- Marketing and Communications Intern
- Cemetery Assistant

Background Process

- Cemetery Assistant
- Recreation Assistant (OC)
- Administrative Technician
- Human Resources Administrator
- Risk Management and Talent Acquisition Specialist
- Recreation Program Coordinator

Recent Hires/Status Changes

- Accounting Specialist
- Recreation Assistant FT (2)
- Recreation Assistant On-call

We continue to seek ways to attract the best candidates to the City and move as swiftly as possible to make placements as the market has remained very tight for great talent. We work closely with the hiring departments throughout the entire recruitment cycle to make sure we adhere to the Service Level Agreement (SLA) and RISE principles.

Training and Development

We are preparing for our next Focus group which will be held on March 21. This is an important initiative as we encourage engaged team members to provide their ideas for efficiencies that would benefit the City. This feedback is shared with the departments for implementation, when possible.

Our Second Health and Safety training, hosted by Paola Rojas, our representative from UHC, is scheduled for Wednesday, March 27. There are two sessions available for our team members to attend – one at 11 am and one at 1 pm. The topic for this training is “Fundamentals of Financial Wellbeing.”

Risk Management, Wellness and Safety

On Tuesday, February 27, we held our 1st quarterly Safety and Wellness Committee meeting for 2024. The presenters reviewed many topics with the group, which included:

- Chief Pellecer – discussed spring break holiday safety that included replacing electrical cords every 3 years and Carbon monoxide detectors.
- BSO Lieutenant Cooper – discussed recent developments, challenges, and strategies undertaken by the department. There has been a surge in car thefts and the use of “old school” steering wheel locks as a deterrent for certain Hyundai model cars. Removal of registration documents from the glove compartments of the cars.
- Paula Rojas, UHC Representative – presented on Heart Health.
- Logan Peirce, Lead Facilities – Shared Safety guidelines and best practices including if you “See Something, Say Something.”
- Monica Terrazas, Manager, IT – presented on Cyber Security, specifically phishing attacks.
- Lisa Stewart – EAP Clinical Director – presented an overview on our Employee Assistance Program (EAP)

Team Member Events

On February 29 we held the Biometric Screening event for all team members. This was a great opportunity for our team members to learn valuable biometric numbers (Total Cholesterol, HDL cholesterol, Blood Sugar Levels, and Blood Pressure) and get started on their health and wellness goals. We had a total of 78 team members attend, a record number for this event.

On March 14, we held our third Take Your Dog to Work event in partnership with the Broward County Animal Care group in Dania Beach. This is a quarterly event, providing an opportunity for employees to bring their dogs to work, while participating with community adoption partners. This initiative not only fosters a positive work environment by allowing employees to bring their pets, but also demonstrates a broader commitment to supporting local communities and animal welfare initiatives.

We are in the preparation phase for our first Take Your Kids to Work Day Event, which is scheduled for April 25. This event will be designed to give our team member's children a meaningful experience with City. Parents and kids will participate in a scheduled group of activities.

Compensation and Benefits

We submitted the annual the annual PEPIE salary survey for the City. Once we receive the results we will review our compensation plan for salary competitiveness within the government sector in Florida.

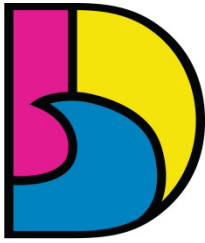
On March 1, Total Rewards statements were distributed to all department heads. These are individualized statements for each team member which highlight their total compensation package, which includes the City's cost and contributions. Department heads will meet with each team member to explain their total salary and benefits statement by March 15.

We finalized the Memorandum of Understanding (MOU) with the union regarding offering overtime for special events for all employees. We are currently working with the Public Services and Parks and Recreation teams to implement the process.

Continuous Improvement Projects

We have completed our Total Rewards and Verification of Employment implementations, and are currently working through one more project with our IT partners:

- Bulk Upload of documents into Laserfiche – Completed MSA and format is being finalized with vendor.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 18, 2024

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

FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – City staff received the GMP from Burkhardt on March 12th. Parks and Recreation, Finance and Legal reviewed the GMP and sent back questions/comments on March 14th. Burkhardt is to provide their responses by end of day March 18th. Once the details of the GMP have been ironed out, it will be brought before City Commission for final approval and Burkhardt is ready to stage the site and begin demo.
- IT Parker – Demolition is complete. Final permit details are being submitted March 19th and construction is set to begin the end of the week of March 18th/beginning of next week, the week of March 25th.
- Mullikin Park – Kimley-Horn is in the final stages of the 75% design which is scheduled to be submitted for review on April 15th.
- Mildred Jones Park – The shade structure over the north exercise equipment is complete.
- Olsen Middle School – The conceptual design was approved by City Commission on February 13th. The community meeting was held on February 20th at 4pm. The school board is bringing the amended agreement before their board in March/April to match the newly approved conceptualized design. Once the amended agreement has been approved and the city commission approves of it, the design will go out for bid.
- Chester Byrd Park – staff has submitted the FRDAP grant application for funding of Chester Byrd Park.
- PJ Meli Park – staff are in the beginning stages of preparing the RFQ for the design services of the PJ Meli Park project. In the meantime, staff is working with the school board to amend the reciprocal use agreement to match the master plan design.

The revitalized Dania After Dark Wine and Seafood Festival was a huge success selling 853 tickets to the tasting portion of the event. Attendees also enjoyed fantastic music, a variety of food vendors, arts/craft vendors, food demonstrations, a wine demonstration and children were able to be creative through painting and by becoming junior chefs making their own mini pizzas. We look forward to improving the event even more next year.

Upcoming Dania After Dark events:

- Blues & BBQ – April 13th from 6pm – 9pm
- Taste of Dania Beach – May 11th from 6pm – 9pm

The Linear Park Renaming Ceremony took place on Tuesday, February 27th. Residents gathered to honor and celebrate the late William “Bill” Harris as we unveiled the new park signage that honoring the renaming of the park to William “Bill” Harris Linear Park.

Saturday, March 30th will be the Annual Spring Egg Hunt at Frost Park. The event, for ages 10 and under, kicks off at 10am with the egg hunt starting promptly at 10:30am.

The Marina is now under the new management of Oasis Marinas. Oasis Marinas took over March 1st and has hit the ground running. They are looking forward to hosting a welcoming party of April 11th at 5:30pm at the Marina for Marina guests and city officials.

Ocean Rescue sent two guards to attend the USLA PRWC Academy in Pompano Beach. The weeklong class teaches rescue techniques and operating skills on a personnel watercraft. This class is mandatory for any lifeguard in Dania Beach who operates the Rescue PWC.

The beach is starting to experience increased crowds as we encroach on Spring Break.

Ocean Rescue Report:

- Rescues – 2
- Medical – 3
- Law Enforcement Calls – 3
- Missing Persons – 1
- Wildlife or Domestic Rescues – 6

Recreation staff is preparing for Spring Break Camp. Registration opened and spaces quickly began to fill. Frost Park is sold out, CW Thomas Park is over 50% full and PJ Meli Park has 15 spaces open. The Teen Camp has 4 spots remaining.

The Department is excited to report that in its third year of running the Rising Stars After Care program at all three sites, CW Thomas, Frost Park and PJ Meli Park is sold out.

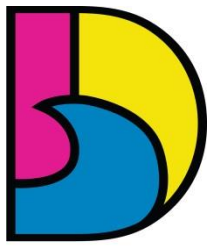
Staff are preparing for the opening of Summer Camp Registration to the public. Registration will open internally first to Rising Stars participants at the end of March and then to the general public the first weekend in April.

Ongoing programs:

- Rising Stars at CW Thomas Park, Frost Park and PJ Meli Park
- Gracefully Aging at CW Thomas Park
- FitFusion at CW Thomas Park
- Hip Hop and Contemporary Dance at CW Thomas Park
- Youth Basketball League at CW Thomas Park
- Youth Football Skills and Drills at CW Thomas Park
- Senior Bingo at PJ Meli Park
- Adult Kickball at PJ Meli Aquatic Complex
- YAC at PJ Meli Aquatic Complex
- Youth Basketball Clinics at PJ Meli Aquatic Complex
- Karate at PJ Meli Aquatic Complex
- Swim Team at PJ Meli Park

- Waterpolo at PJ Meli Park
- Tarpon Soccer at Frost Park
- Kreation Station at Frost Park
- Disc Golf Putting League at Frost Park

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



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 26, 2024

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

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

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

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – February 27 through March 25, 2024**

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

Stormwater System Improvements – Backflow “tidal” Valves – The valves address stormwater storage structures to be impacted by “backflow” of water from water bodies such as lakes and canals. This flow of water from water bodies can severely hamper storm drainage systems by saturating them with “backflow” water. The valves help to minimize this effect. Of a total of 27 valves, 10 have been installed. The expectation is that this project will have a significant positive impact on the City’s drainage system, particularly during high tide periods.

Water Treatment Plant Accelerator Cleaning and Upgrades – The accelerator is a key component of the water treatment process, as it mixes the chemicals with the raw water supply to start the treatment process primarily by settling out the contaminants before the filtration process. Key components of the system such as the new valves and actuators have been installed. The new gear boxes for the installation of the new motor arrived in March and will be installed and tested by early April.

Stormwater Master Plan (SWMP) – Data collection by Chen Moore and Associates is in ongoing, and includes mapping drainage basins, inventory of existing structures, and the use of computer models to conduct the analysis. Two more public workshops are scheduled for April, and September and, as done for the November 2023 workshop, the information and input received will be incorporated into drainage modeling. The SWMP is expected to be substantially complete by late Fall 2024.

SW 52nd Street Drainage Repair – This project is an important second phase of the SW 43rd Terrace project completed roughly three months ago. Drainage pipes, inlets, and swale regrading will be included in the work. The design is fully complete, and all required permits are in place. The bidding process should be completed in the May/June timeframe with the project’s substantial completion expected by the end of calendar 2024.

FJR/fjr

\continued...



PUBLIC SERVICES ACTIVITIES – February 27, 2024 through March 25, 2024

Date: March 26, 2024

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path which will include benches and lighting. The surface parking lot was removed and replaced with sod in January. Bids for the walkway construction, lighting and drainage phase of the project were received and evaluated, with the award to be made in early April. Estimated completion will take between 45 to 60 days, depending on availability of the light fixtures.

Citywide Landscape Master Plan – The design for the Griffin Road median sections east of I95 has been recently completed and was presented to the Commission in November. Final approval by the City was provided later that month. This was followed by a final review of the plans draft by PSD staff. The procurement process has been delayed by permitting related contractual requirements from the Florida Department of Transportation (FDOT). Depending on the pending administrative steps and the timing of permit approval by FDOT, the work may start in the May – June time frame, with completion expected in October or November.

Nyberg Swanson House Refurbishing Project – The bid award was presented to the Commission for approval in late March. The buildings contents were removed in the same month, and mobilization by the contractor is under way. The project, which is expected to take roughly six months to complete, is projected to be finished in the September – October timeframe.

GRANTS

Florida Inland Navigation District (FIND) – PSD is preparing a grant application to FIND for a Waterway's Assistance Program grant to offset the cost of the Griffin Marine Park Boat Ramp and Dock Replacement. The City is seeking \$750,000 in funding, representing 50 percent of the Project's estimated cost. The City Commission will be asked to approve a resolution of support on the March 26, 2024 agenda.

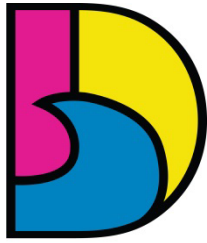
Federal Emergency Management Agency (FEMA) - Chief Pellecer announced the City's intention to apply for a Staffing For Adequate Fire And Emergency Response (SAFER) grant. The application's goal is to obtain funding to hire five additional firefighters/EMTs. The grant writing is a joint effort by the City and the Broward Sheriff's Office. The City Commission will be asked to approve a resolution of support on the March 26, 2024 agenda.

Community Development Block Grant (CDBG) - PSD is preparing the 50th Year CDBG application to submit to Broward County. The application will be an Oasis Neighborhood Improvement Project. A public hearing will be scheduled for the April 9, 2024 City Commission Meeting.



PUBLIC SERVICES ACTIVITIES – February 27, 2024 through March 25, 2024

Date: March 26, 2024



DANIA BEACH
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CITY OF DANIA BEACH

MARKETING AND COMMUNICATIONS

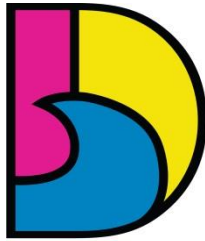
DIVISION MEMORANDUM

DATE: March 19, 2024
TO: Ana M. Garcia, ICMA-CM, City Manager
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
FROM: Nannette Rodriguez, Director of Marketing and Communications
SUBJECT: Marketing and Communications Division Report

Ongoing Communication

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

- Executed advertising and PR campaign for Dania After Dark Wine & Seafood Festival, which resulted in a feature in the Sun Sentinel and a featured live segment on NBC6's South Florida Live.
- Created the branding for DAD Blues & BBQ.
- Developed designs for internal staff events and photographed Employee Pizza Party and Take Your Dog to Work Day.
- Finalized the design for the 120th Anniversary logo and developing concepts for other 120th anniversary assets including banners.
- Filmed and photographed Bill Harris Linear Park renaming ceremony.
- Designed new business cards with the updated logo for Commission selection.
- Huddle newsletter was distributed to staff.
- Submitted Pioneer and Huddle to FMCA for award consideration. Note: Winners will be announced at the FMCA conference in May 2024.
- Met with various emergency notification systems vendors.
- Developed strategies for the advertising campaign for the remaining Dania After Dark events.
- Analytics –
 - Email campaigns: 6480 subscribers, email open rate 64%
 - Facebook: Reach, 78K; Page visits, 3.5K; New followers, 111; Followers, 9.5K; Post engagement rate, 5.52%; Profile Reach, 78K
 - Instagram: Profile impressions, 18K; Reach, 37K; Page visits, 937; New Followers, 202; Followers, 5.8K; Post engagement rate, 6.92%
 - X: Followers, 2.7K; Post impressions, 874; Post engagement rate, 4.25%
 - YouTube: Page video views, 135; Subscribers, 501
 - LinkedIn: Followers, 1045; New Followers, 32; Page views, 110



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

MEMORANDUM

DATE: March 15th, 2024

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

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

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

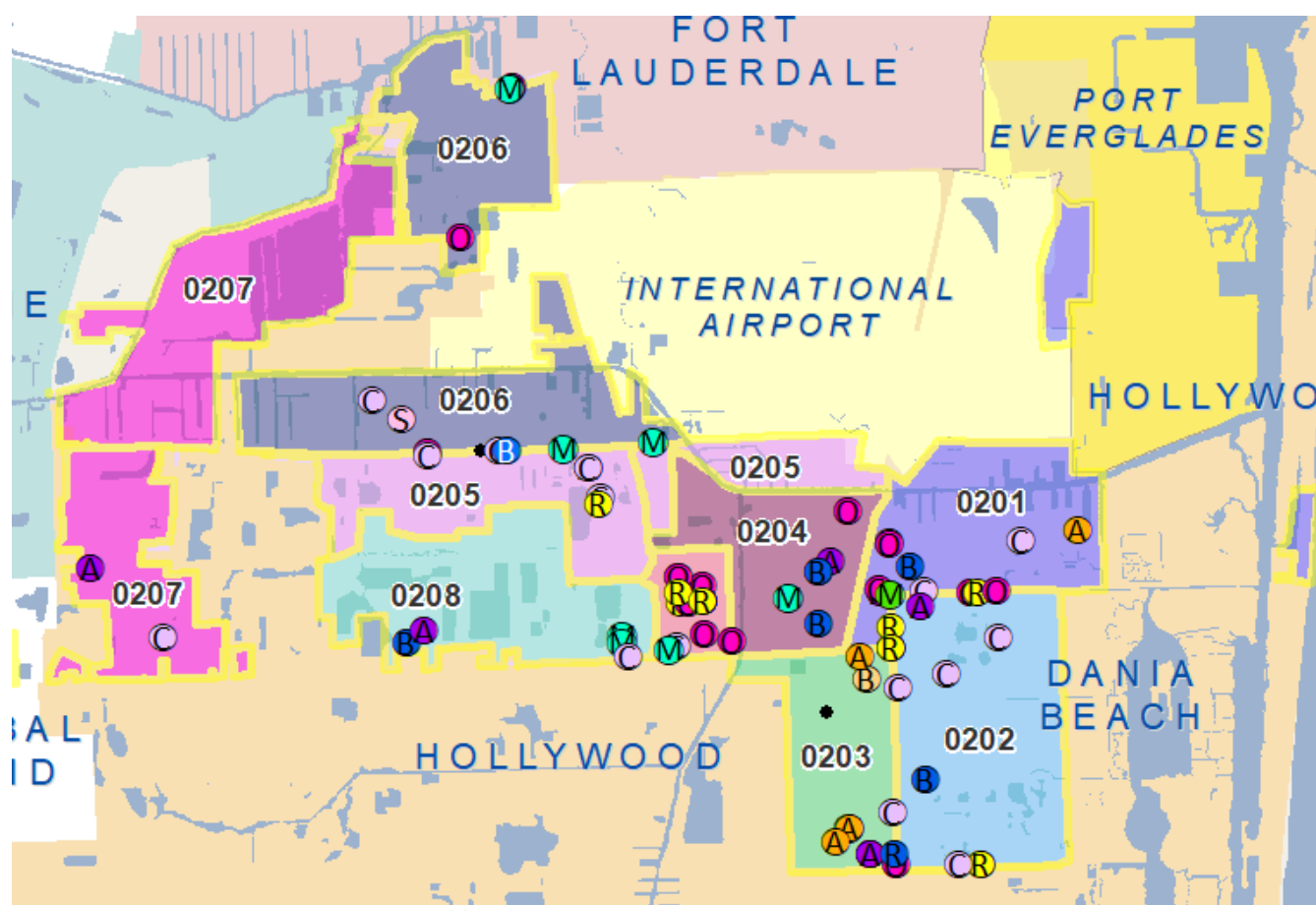
Below are the monthly crime reports for part 1 crimes from 2/16/2024 to 3/13/2024:

 BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 2/16/2024 - 3/13/2024										
Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT	1		4							5
AGGRAVATED BATTERY	1	1		2				1		5
AGGRAVATED STALKING						1				1
AUTO THEFT	1	1	1	1	1		1	1		7
AUTO THEFT - MOTORCYCLE	1				1					2
BURGLARY BUILDING/STRUCTURE			1			1				2
BURGLARY BUSINESS						1				1
BURGLARY CONVEYANCE	2	4	1	1	3	2	1	1	1	16
BURGLARY RESIDENCE			1							1
SEXUAL BATTERY	1									1
THEFT - ALL OTHER	3	2	3	3		4			4	19
THEFT - BICYCLE			1							1
THEFT - MOTOR VEHICLE PARTS			1	1	1	2		2	1	8
THEFT - RETAIL / SHOPLIFTING	1	2	4	1	1				11	20
Grand Total	11	10	17	9	7	11	2	5	17	89

CRIMESTAR QSSI3/13/2024

89 Incidents

- | | |
|-------------------------------|-------------------------------------|
| ◆ All Other Values (2) | Ⓡ BURGLARY RESIDENCE (1) |
| ⓐ AGGRAVATED ASSAULT (5) | Ⓢ SEXUAL BATTERY (1) |
| ⓑ AGGRAVATED BATTERY (5) | Ⓜ THEFT - ALL OTHER (19) |
| Ⓢ AGGRAVATED STALKING (1) | ⓑ THEFT - BICYCLE (1) |
| ⓐ AUTO THEFT (7) | Ⓜ THEFT - MOTOR VEHICLE PARTS (8) |
| Ⓜ AUTO THEFT - MOTORCYCLE (2) | Ⓡ THEFT - RETAIL / SHOPLIFTING (20) |



Notable Increases/Decreases

When compared to the previous four weeks:

- Overall, part 1 crimes **decreased** by 35%, down from **138 incidents to 89** incidents.
- Auto thefts (vehicle, motorcycle, & other) **decreased by 59%**, reducing from **22 thefts to 9** thefts.
- Vehicle, residential, business, and structural burglaries all **decreased**. Overall, about **33%**.
- Robberies decreased from 1 incident last period to 0 incidents this period.
- Sexual battery cases increased from 1 incident last period to 2 this period.
- In total, thefts **decreased by 34%**. All categories of thefts decreased except for theft of motor vehicle parts, which increased by 1 incident.

Total Arrests

2/16/2024 – 3/13/2024
85

- 54 arrests made by Road Patrol
- 23 arrests made by the Crime Suppression Team
- 8 arrests made by Criminal Investigations

Notable Arrests

- A traffic stop was conducted on a stolen vehicle. The driver was taken into custody without incident. The passenger bailed out of the car and ran into the neighborhood. While fleeing, he burglarized another victim's backyard, trying to hide from BSO. When the homeowner saw the suspect, the suspect pointed a gun at him and ordered him to stay quiet. With the assistance of the victim, BSO Aviation, BSO K9, and Dania Beach Criminal Investigations & road patrol units, the suspect was discovered and arrested.
- An employee with a local funeral home was arrested after submitting numerous forged utility bills to the City of Dania Beach Cemetery, to obtain a cheaper burial rate.
- A suspect used a fake driver's license and fake cashier's check to purchase a \$7000 generator. The suspect's identity was learned, and he was arrested in Brevard County.
- A Dania resident was defrauded out of \$7300. Through investigative means our criminal investigations detectives identified the suspect and they were arrested and charged accordingly.

Proactive Enforcement Initiatives and Seizures

Throughout the past four weeks, Crime Suppression Team (CST) detectives recovered **10 firearms** and one stolen vehicle. In total, 23 arrests were made.

A narcotics investigation was conducted on a suspect believed to be selling drugs in Dania Beach. A residential search warrant was conducted, and the following were seized:

- 153g of cocaine
- 23 g of psilocybin (magic mushrooms)
- 7 firearms

This case was adopted by the Bureau of Alcohol, Tobacco, and Firearms.

CST detectives were also notified about a suspect that punched a teacher at Dania Elementary. They located her vehicle/residence, then conducted surveillance. She was eventually taken into custody and provided a full confession.

CST detectives continued their collaborative efforts with BSO's Violent Crime Unit. Various meetings were held to discuss previous shootings and potential suspects. They are continuing with there proactive approach to deter and apprehended any violent offenders within Dania Beach. They are also continuing with the block party and illegal gathering operation in the NW section.

Motors/Commercial Vehicle Enforcement

- Traffic enforcement remains focused along 700 of SE 3rd Ave and 5300 SW 40th Ave.
- Multiple citations and warnings have been issued for both speeding and stop sign violations.
- Motor units assisted road patrol with various traffic accidents, including a traffic homicide investigation.
- Two speed message boards are currently activated along 3300 Griffin Rd and 5200 SW 40th Ave.
- The speed trailer remains deployed on SE 5th Ave for northbound traffic.

Spring Break Beach Operation

We have begun our annual spring break beach operational plan to ensure a high visibility law enforcement presence on our beach and a safe environment for all our residents and visitors. We will have two deputies assigned to the beach on the weekends and one deputy on the weekdays through the end of March. As we discussed last year, we will do everything in our power to deter an incident like what occurred in the city of Hollywood the previous year on their pier. Our mobile LPR trailer will be set-

up on East Dania Beach Blvd to capture all vehicles entering and leaving the beach from Dania Beach Blvd.

Homeless Outreach Team

- A transient population has accumulated near 4813 SW 44th Ter. A trespass affidavit has been obtained from the property owner and efforts are underway to remove the debris and encampment.
- A citizen complaint was made regarding the trash along the railroad tracks near SW 4th Ave. Florida East Coast Railway was contacted. Two people were removed from the area without incident and the FEC removed the debris.
- Someone assembled a tent at 3900 Griffin Rd. Trash and debris also spilled into the neighboring property at 3841 Griffin Rd (FP&L's site). Code enforcement is working with the owners to securing the fencing and remove the debris.
- Frost Park update – the overnight park checks have been successful, and the manager reported that no one has been caught sleeping in the park overnight.
- Code enforcement alerted deputies to a new encampment located at 605 SW 12th Ave. The property owner has been cited. Deputies are working on obtaining a trespassing affidavit and signage so that enforcement can begin.
- In total, 19 arrests were made relating to various trespassing violations.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

Summer BreakSpot – February 20, 2024 – Phone conference with Vaughn Wilson regarding site locations/activities for Summer BreakSpot locations within Dania Beach.

Lighthouse Church Mentor Group – March 11, 2024 – Phone conference with Terrance McElroy regarding forming a mentorship with the youth members of Lighthouse4Students.

Meetings Zoom/In Person

- **February 20, 2024** – Regional NST Meeting – 11:00am
- **February 21, 2024** – Drowning Prevention Task Force Meeting – 9:30am
- **February 21, 2024** – Dania Beach Woman's Club Meeting – 12:00pm
- **February 22, 2024** – Gracefully Aging Meeting – 11:00am
- **February 26, 2024** – Annual Firearm Qualifications – 8:00am & 10:00am
- **February 27, 2024** – Dania Beach Health & Safety Committee Meeting – 11:00am
- **March 5, 2024** – Gracefully Aging Meeting – 11:00am
- **March 5, 2024** – Griffin Civic Association HOA – 7:00pm
- **March 12, 2024** – Estates of Fort Lauderdale Women's Club – 11:00am
- **March 13, 2024** – Dania Beach Chamber Meeting – 11:30am



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
2/16/2024 – 3/13/2024

THERE WERE A TOTAL OF **157** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone		Total
03-HIT & RUN		2
04-ACCIDENT-MINOR		7
04I-ACCIDENT WITH INJURIES		1
10-50 TRAFFIC STOP		5
10-STOLEN VEHICLE		1
13I-SUSPICIOUS INCIDENT/PACKAGE		15
13P-SUSPICIOUS PERSON		2
14-INFORMATION		4
19-MISDEMEANOR WARRANT		1
20-MENTALLY ILL PERSON		1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL		2
22-DISTURBANCE/NUISANCE		4
22N-DISTURBANCE-NOISE COMPLAINT		1
30-LARCENY		18
31-ASSAULT		2
36-FIGHT		1
38-DOMESTIC DISTURBANCE		2
49A-AUDIBLE/INTRUSION ALARM		9
49F-FIRE ALARM		1
49S-SILENT ALARM		1
51-TRESPASSING		10

52-FORGERY-COUNTERFEIT	1
57-NARCOTICS	1
64-LARCENY-AUTO PARTS	1
66-CIVIL MATTER/CUSTODY ISSUE	4
67FI-MEDICAL-FALL INJURY	1
68-POLICE SERVICE CALL	32
72-LOST/FOUND PROPERTY	1
73-TRAFFIC/PARKING COMPLAINT	1
76-AOA (ASSIST OTHER AGENCY)	6
911 HANG UP/DROP OFF	19
COMMERCIAL STRUCTURE FIRE ALARM	2
Grand Total	157

THERE WERE A TOTAL OF **57** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
2/17/2024 12:31:38 AM	111 SE 1ST ST	0202
2/25/2024 11:35:09 PM	112 NW 4TH AV	0204
3/12/2024 9:25:22 PM	115 SW 1ST CT	0201
2/16/2024 2:43:38 AM	121 N COMPASS WAY	0240
3/7/2024 7:04:19 PM	150 S BRYAN RD	0204
2/28/2024 8:45:50 PM	20 SW 4TH AV	0204
3/5/2024 1:58:47 AM	217 SE 3RD TER	0202
3/12/2024 4:29:56 AM	232 SW 14TH ST	0203
3/12/2024 1:24:37 AM	2413 SW 58TH MNR	0208
3/2/2024 6:48:38 PM	25 SE 7TH ST	0202
2/17/2024 7:26:02 PM	2630 SW 54TH ST	0208
3/9/2024 4:43:50 AM	2851 SW 58TH MNR	0208
2/17/2024 2:56:28 AM	305 SE 4TH ST	0202
3/9/2024 5:57:56 PM	31 NW 14TH CT	0204
3/8/2024 7:01:01 PM	316 SE 4TH ST	0202
2/24/2024 1:37:45 AM	3318 SW 45TH CT	0206
2/18/2024 12:01:59 AM	380 S FEDERAL HWY	0203
3/3/2024 12:37:05 AM	4120 N OAK PL	0207
3/9/2024 11:07:51 PM	4120 N OAK PL	0207
3/2/2024 5:46:02 PM	4137 STIRLING RD	0207

2/24/2024 10:31:51 PM	414 SE 5TH ST	0202
2/25/2024 12:17:04 AM	414 SE 5TH ST	0202
3/11/2024 7:25:20 PM	42 NW 6TH AV	0204
3/4/2024 7:21:02 PM	422 SE 3RD ST	0202
2/18/2024 12:04:41 AM	4286 SW 49TH ST	0207
3/2/2024 9:42:11 PM	4450 SW 54TH ST	0207
2/17/2024 2:23:35 AM	4496 SW 50TH ST	0207
2/18/2024 1:52:26 AM	4501 SW 42ND AV	0207
3/11/2024 9:34:59 AM	46 NW 14TH CT	0204
2/17/2024 1:27:54 AM	4701 SW 32ND AV	0206
2/24/2024 10:53:57 PM	4731 SW 43RD TER	0207
3/12/2024 10:06:44 PM	4732 SW 35TH AV	0206
3/9/2024 3:49:28 AM	4765 SW 43RD TER	0207
3/9/2024 5:00:38 AM	4765 SW 43RD TER	0207
3/2/2024 5:17:46 PM	4820 SW 29TH AV	0205
2/20/2024 10:22:42 PM	4911 SW 29TH WAY	0205
3/10/2024 2:10:28 PM	521 NE 2ND ST	0201
2/20/2024 10:53:07 PM	5300 SW 40TH AV	0207
2/25/2024 3:08:35 AM	5330 SW 24TH AV	0208
2/24/2024 10:48:31 PM	5385 SW 40TH AV	0207
2/18/2024 9:48:52 AM	5420 SW 25TH AV	0208
3/8/2024 2:25:06 AM	5421 SW 24TH AV	0208

2/24/2024 10:48:31 PM	5385 SW 40TH AV	0207
2/18/2024 9:48:52 AM	5420 SW 25TH AV	0208
3/8/2024 2:25:06 AM	5421 SW 24TH AV	0208
2/23/2024 1:00:04 AM	5505 SW 44TH TER	0207
3/2/2024 2:33:22 AM	5511 SW 44TH TER	0207
2/17/2024 4:02:54 PM	5514 LAGOON DR	0208
3/4/2024 4:41:57 AM	5820 LAKESHORE DR	0208
2/18/2024 10:39:16 PM	604 NE 2ND ST	0201
2/21/2024 2:45:37 PM	608 NE 2ND ST	0201
3/4/2024 12:39:26 AM	608 NE 2ND ST	0201
2/20/2024 9:36:52 PM	746 SW 4TH ST	0203
3/12/2024 8:01:57 PM	75 N BEACH RD	0201
2/16/2024 7:20:12 PM	811 SE 4TH AV	0202
2/24/2024 12:44:12 PM	818 ARGONAUT ISLE	0205
2/17/2024 2:17:55 AM	825 E DANIA BEACH BLVD	0201
2/17/2024 4:23:49 AM	825 E DANIA BEACH BLVD	0201
2/17/2024 11:10:33 PM	NW 5TH AV / W DANIA BEACH BLVD	0204
2/25/2024 11:07:08 PM	SW 52ND ST / SW 27TH TER	0205



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

DATE: March 19, 2024

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

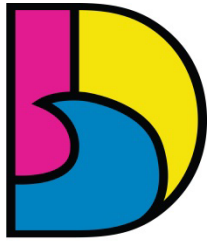
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the February 21, 2024 through March 19, 2024, of the meetings and day to day operations for the BSO Fire Rescue and Emergency Service in Dania Beach:

- Daily morning BSO conference calls – Department Head direction for the day.
- Daily monitoring of Fire Stations and personnel safety – Review Calls and Operations.
- Coffee with the District Chief – Tabletop talk with Station 1-17 crews.
- Agenda reviews team conference calls.
- Agenda reviews with Commissioners.
- Dania Beach Commission Meeting.
- BSO Ops Conference call with District Chiefs – Daily morning operations review.
- Fire Station #1 Hardening Grant –The City Team continues to work on Roof and Generator is at the plans review process, extensions for grants filed – This is still on going as of 03/19/2024.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 03/19/2024.
- Fire Truck (Quint 1) our ladder truck is still being refurbished at Ten8 service center in Georgia continued monitoring. Final Inspection is schedule for April. Truck will be back in service by May 1, 2024.
- Emergency Operation Center – meeting with architect, working on this project with Deputy City Manager and City team.
- Working on SAFER Grant – 5 Personnel to add third person to Rescue Truck
- Special Magistrate Hearing
- Health and Safety Dania Beach Committee Meeting



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

- Police, Fire, Emergency Operations team meeting with BSO Emergency Management Department
- Genasys Alert/Mass Notification Demo for City with N. Rodriguez
- Disasters EXPO with City team – Miami Beach
- City Directors meeting
- ALS License Renewal
- Received 2 Quotes for Fire Station 1 Bay Floor Resurfacing. Will begin requisition, PO, permitting process still in process as of 03/19/2024. Vendor needed to provide COI.
- New Fans for Bay area at Fire Station 1 delivered and installation will be 03/21/2024
- Firefighter Bunker Gear Lockers at Station 1 Installation scheduled for March 26, 2024
- Fire Station 17 Refrigerator Freezer Commercial Unit was be delivered and in service.
- Bunker Gear Dryer at Station 1 to be delivered March 2024.
- Thermal Imaging Cameras for Crews will be installed on all Fire Trucks and Rescues by March 31, 2024.
- Working on quote for Fire Hose Replacement
- All Fire Station 1 and 17 taking receipt of second set of Bunker Gear (firefighting gear) making Dania Beach a leader in the industry standard for personnel safety and health
- Continue to prepare for ISO visit in 2024.
- Preparing on taking the Delivery of New EMS Cart for Fire Rescue Details. Waiting on Graphic installation

Training during this period – Fire Based Company Training, First Responder Health and Wellness, Fire Truck Pump Testing, Uniform Training all station personnel, EMS Company training, Hazardous Material Training-Primary Screener

Community Outreach –

Three (3) Day class on installation of car seats by our Life Safety Education Team
Fire Safety for 140 Children and staff, Brauser Maimonides Academy Fire Truck and Life Safety Educators

Seniors Meeting at Casino Dania Beach – Fire Crew spoke to our Seniors
EMS Detail with 2 paramedics for Wine and Seafood Festival



**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM
FROM : Megan Jelaso Revenue Accountant
DATE: March 4, 2024
SUBJECT: Monthly Business Tax Licensing

Manager,

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



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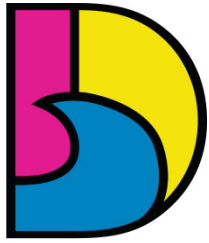
Business Listing Report

Business Start Date 02/01/24 - 02/29/24

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
3349 SW 44TH LLC	3349 SW 44TH LLC	3349 SW 44 CT, Dania Beach, FL	(917) 577-0808		02/06/2024	
ARCHER WESTERN DE MOYA JV III	ARCHER WESTERN DE MOYA JV III	4101 RAVENSWOOD RD STE 104A, DANIA BEACH, FL 33312	(754) 900-4938		02/27/2024	
C & M AMERICAN DEVELOPERS LLC	C & M AMERICAN DEVELOPERS LLC	145 SW 5 CT, Dania Beach, FL 33004	(754) 246-1387		02/29/2024	
EBENEZER DELIVERANCE TEMPLE INC	EBENEZER DELIVERANCE TEMPLE INC	2340 GRIFFIN RD, Dania Beach, FL	(954) 987-6201		02/15/2024	
GLOBAL OUTSOURCING PROVIDER INC	GLOBAL OUTSOURCING PROVIDER INC	2688 SW 36 ST, DANIA BEACH, FL 33312	(954) 326-2588		02/09/2024	
JAMES & KAREN LLC	JAMES & KAREN LLC	4837 SW 28 AVE, DANIA BEACH, FL 33312	(954) 391-3351		02/28/2024	
MILAGROS RODRIGUEZ	MILAGROS RODRIGUEZ	3251 SW 44 STREET #104, DANIA BEACH, FL 33312	(954) 658-0194		02/28/2024	
NAHAR PINHAR	NAHAR PINHAR	4328 SW 49 CT, Dania Beach, FL 33314	(954) 999-9819		02/28/2024	
NEW BHNV DANIA 2 LLC	NEW BHNV DANIA 2 LLC	4709 SW 28 AVE, DANIA BEACH, FL 33312	(305) 906-1190		02/14/2024	
PATRICK ROSEBERRY	PATRICK ROSEBERRY	4331 SW 52 CT, Dania Beach, FL	(954) 696-8944		02/20/2024	
RAJPAL, VISHAL	RAJPAL, VISHAL	4720-4721 SW 43 AVE # 1-2, DANIA BEACH, FL 33314			02/06/2024	
STIRLING IN AND OUT LLC	STIRLING IN AND OUT LLC	3901 STIRLING RD, Dania Beach, FL 33312	(305) 469-8162		02/15/2024	
TWIN HARBORS PROPERTY MGMT LLC	TWIN HARBORS PROPERTY MGMT LLC	529 NW 10 ST, Dania Beach, FL 33004	(305) 713-3827		02/14/2024	
TWIN HARBORS PROPERTY MGMT LLC	TWIN HARBORS PROPERTY MGMT LLC	846 NW 10 AVE, Dania Beach, FL 33004	(305) 713-3827		02/14/2024	

Businesses 14



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

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

FROM: Adam Segal, Deputy Finance Director

DATE: March 15, 2024

SUBJECT: Finance Monthly Report –February 2024

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

Revenues

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

Capital Projects

- Master Capital projects Schedule to include Grants

Information Technology

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

Business Tax Receipt Activity

- Out of Business/Inactive
- New Applications

Utility Reports

- Delinquency Report
- Meter Replacement Reports
- Aging Report

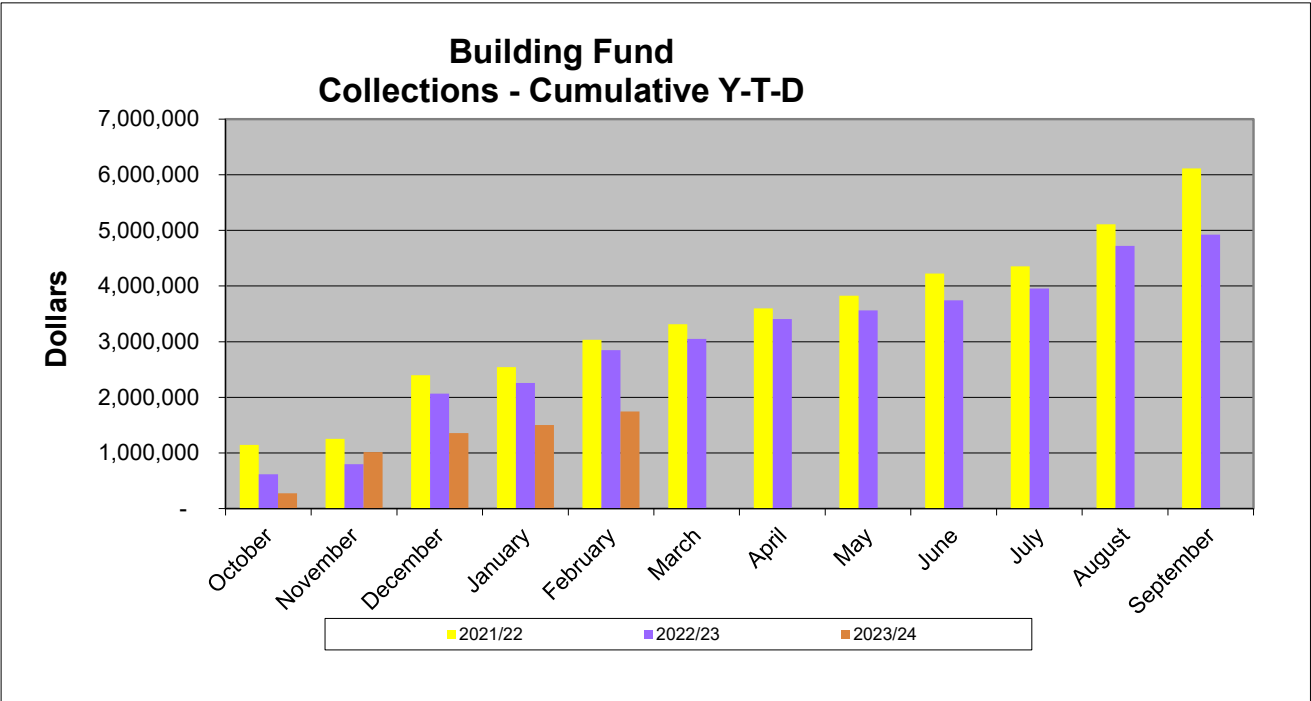
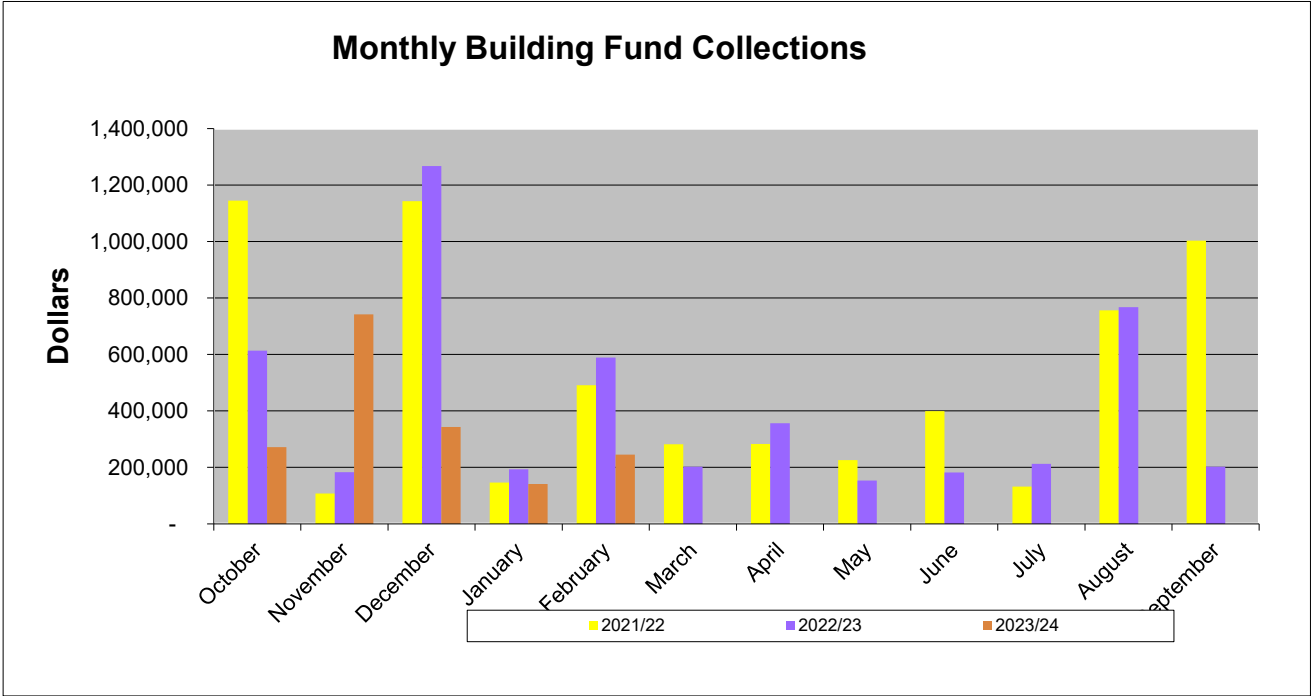
Contingency and Fund Balance Estimate

Building Fund Collections

	2021/22	2022/23	2023/24
Monthly			
October	1,144,624	613,610	272,140
November	107,616	183,413	742,357
December	1,142,811	1,267,607	343,469
January	146,194	193,243	141,061
February	490,813	588,953	245,535
March	281,847	202,690	
April	283,429	356,512	
May	226,093	153,965	
June	399,287	181,738	
July	132,426	212,528	
August	755,979	767,780	
September	1,003,182	202,415	
Total	6,114,301	4,924,453	1,744,563

	2021/22	2022/23	2023/24
Cumulative			
October	1,144,624	613,610	272,140
November	1,252,240	797,023	1,014,498
December	2,395,051	2,064,630	1,357,967
January	2,541,246	2,257,873	1,499,028
February	3,032,058	2,846,825	1,744,563
March	3,313,906	3,049,515	
April	3,597,334	3,406,027	
May	3,823,427	3,559,992	
June	4,222,715	3,741,730	
July	4,355,140	3,954,258	
August	5,111,119	4,722,038	
September	6,114,301	4,924,453	
Annual Goal	4,741,977	4,868,000	5,191,000

Building Fund - thru February 2024

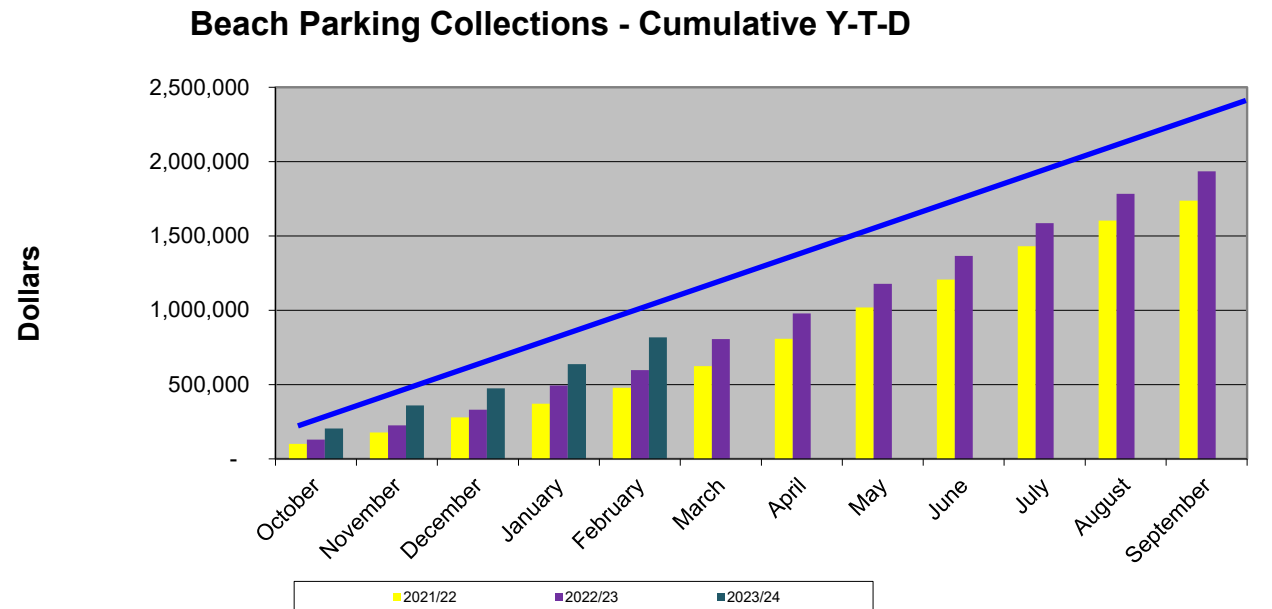
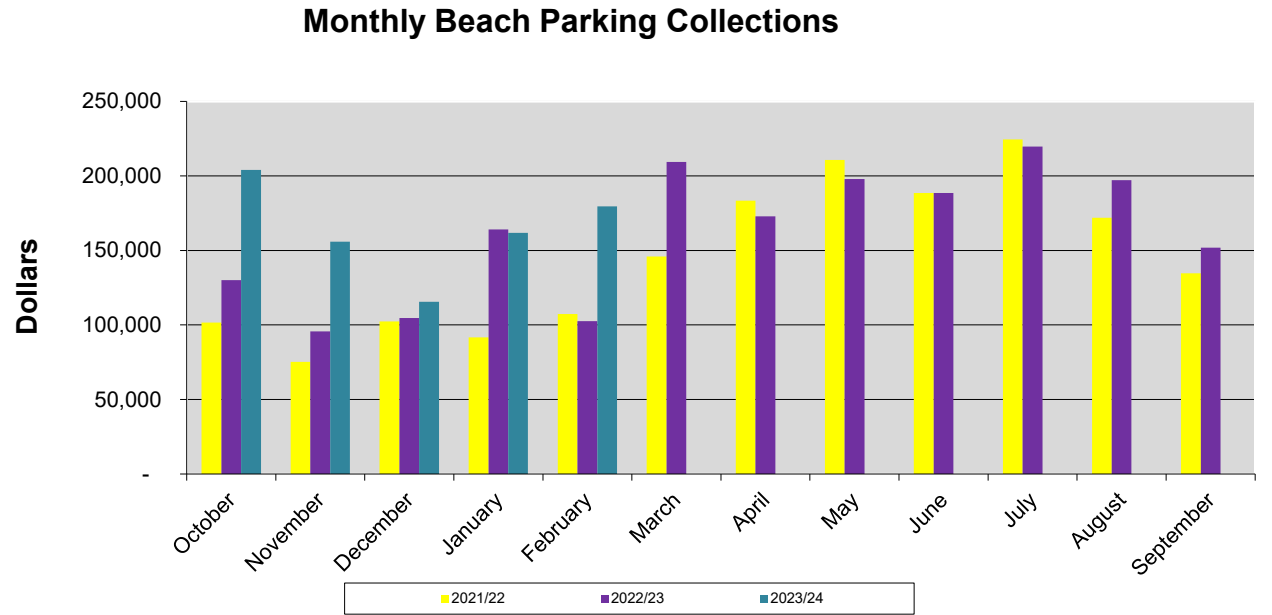


Parking Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	101,582	130,026	203,967
November	75,146	95,694	155,831
December	102,321	104,713	115,640
January	91,751	164,030	161,743
February	107,375	102,648	179,664
March	145,848	209,333	
April	183,397	172,853	
May	210,704	197,957	
June	188,603	188,603	
July	224,411	219,627	
August	171,951	197,119	
September	134,616	151,776	
Total	<u>1,737,704</u>	<u>1,934,380</u>	<u>816,845</u>

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Cumulative			
October	101,582	130,026	203,967
November	176,728	225,720	359,798
December	279,049	330,433	475,438
January	370,800	494,463	637,181
February	478,175	597,111	816,845
March	624,023	806,444	
April	807,420	979,297	
May	1,018,123	1,177,255	
June	1,206,726	1,365,857	
July	1,431,138	1,585,485	
August	1,603,088	1,782,604	
September	1,737,704	1,934,380	
Annual Budget Goal	<u>1,347,086</u>	<u>1,558,354</u>	<u>1,800,000</u>

Beach Parking - thru February 2024



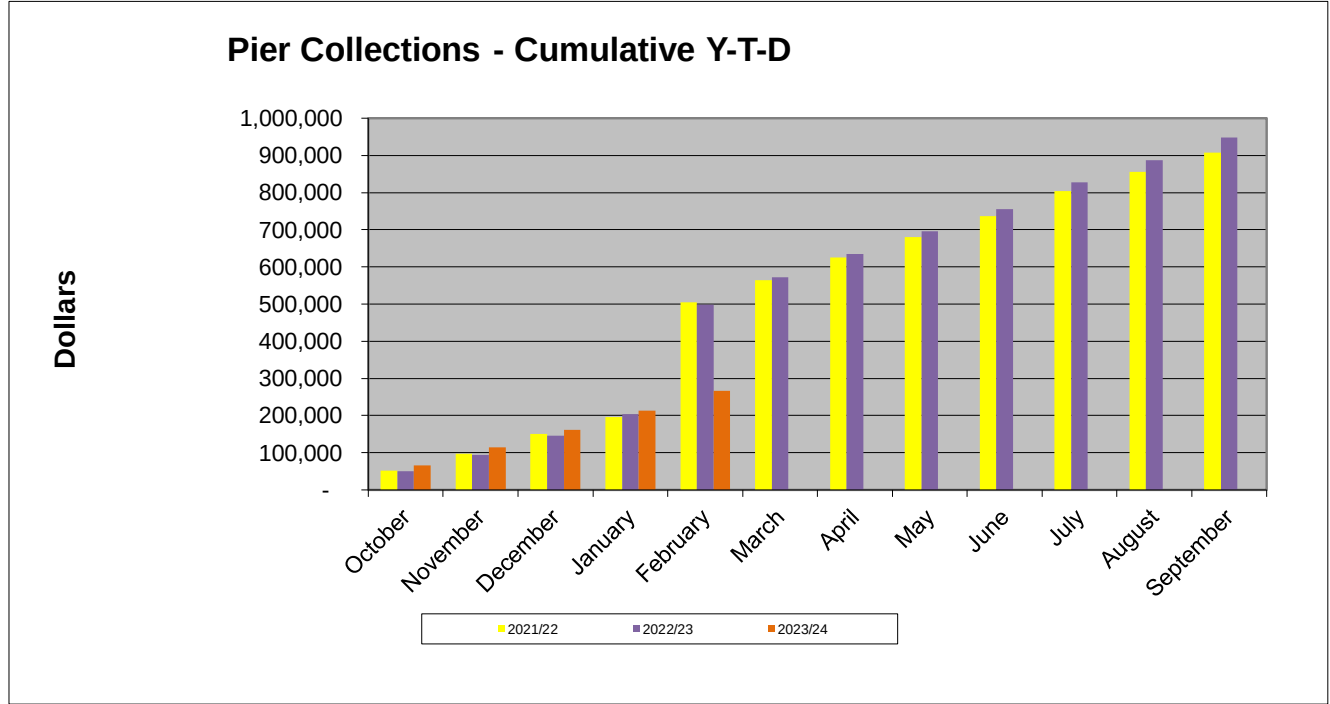
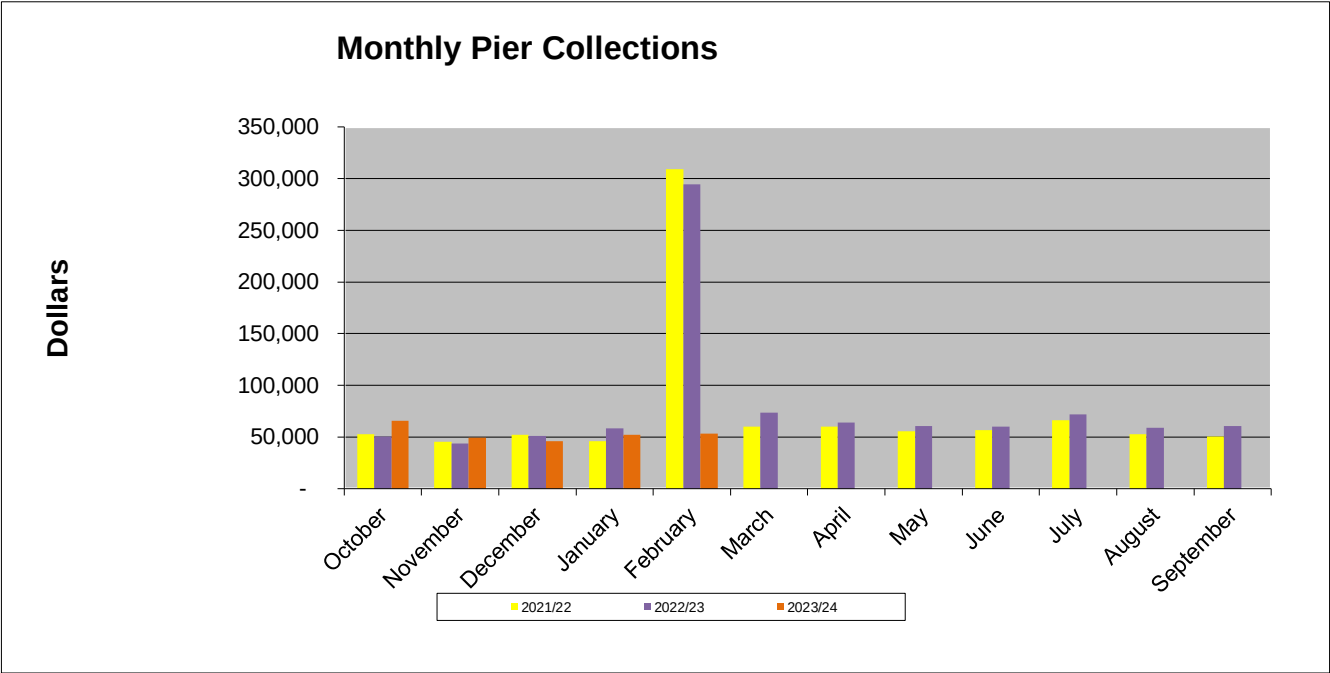
Pier Revenues

	2021/22	2022/23	2023/24
Monthly			
October	52,575	50,313	65,652
November	45,411	43,917	49,208
December	52,271	50,942	45,928
January	45,906	58,345	52,190
February	308,830	294,357	53,041
March	59,863	73,487	
April	59,852	63,945	
May	55,621	60,688	
June	56,858	60,003	
July	66,152	71,604	
August	52,975	58,871	
September	50,426	60,849	
Total	906,740	947,320	266,020

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

	2021/22	2022/23	2023/24
Cumulative			
October	52,575	50,313	65,652
November	97,986	94,229	114,860
December	150,257	145,171	160,789
January	196,163	203,516	212,979
February	504,993	497,873	266,020
March	564,856	571,360	
April	624,708	635,305	
May	680,329	695,993	
June	737,187	755,996	
July	803,339	827,600	
August	856,314	886,471	
September	906,740	947,320	
Annual Budget Goal	844,816	937,301	942,488

Pier Revenues - thru February 2024

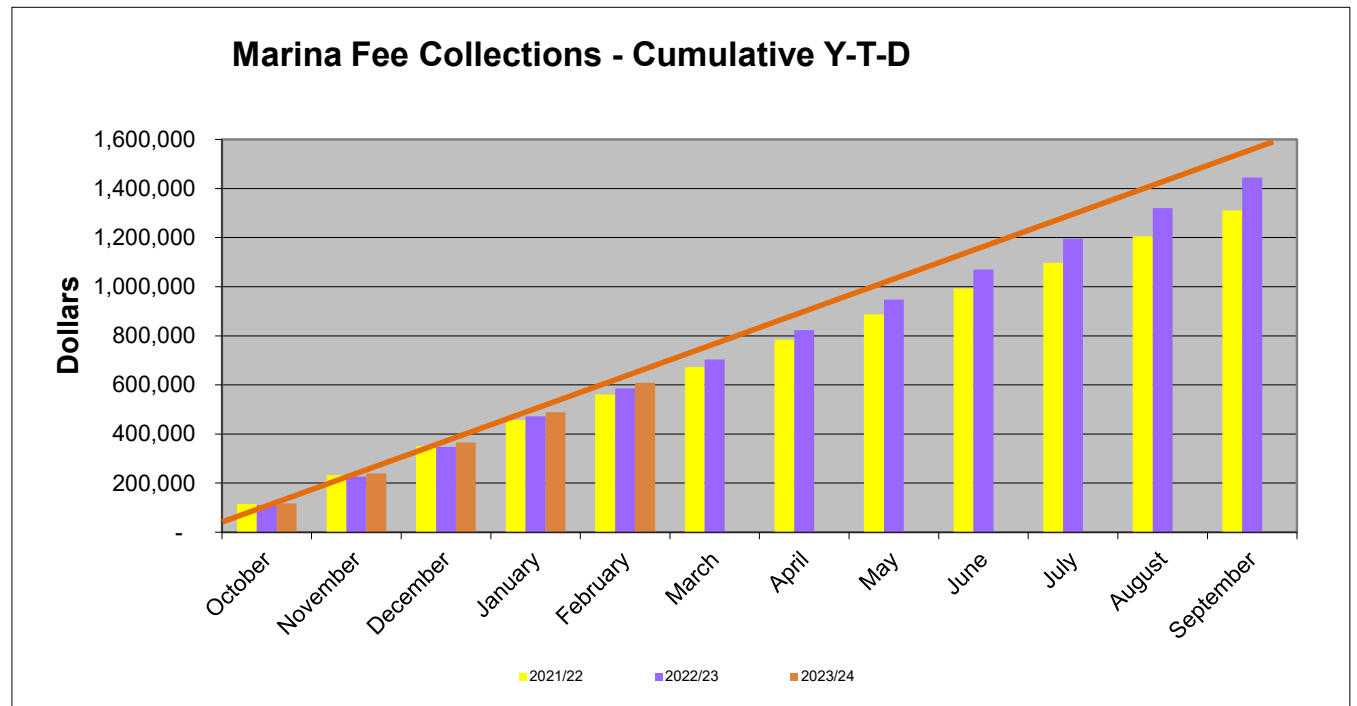
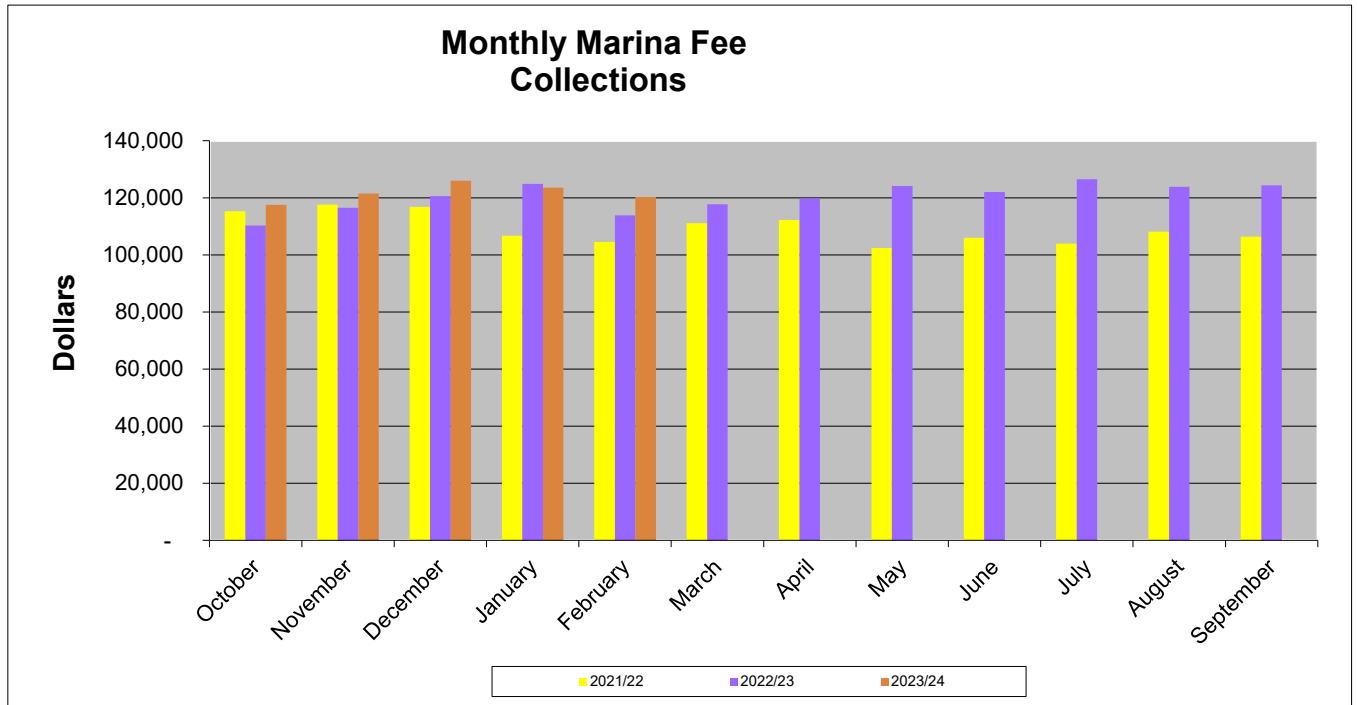


Marina Fee Collections

	<u>2021/22</u>	<u>2022/23</u>	<u>2023/24</u>
Monthly			
October	115,264	110,239	117,540
November	117,663	116,542	121,509
December	116,830	120,621	126,034
January	106,673	124,885	123,519
February	104,605	113,849	120,277
March	111,125	117,710	
April	112,170	119,728	
May	102,373	124,138	
June	106,001	122,027	
July	104,000	126,485	
August	108,096	123,889	
September	106,418	124,369	
Total	<u>1,311,218</u>	<u>1,444,481</u>	<u>608,878</u>

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

Marina Fees - thru February 2024



City of Dania Beach: Master Capital Projects Summary as of 02-29-2024												
Project Name	Project Number	Revenue Source	Original Budget	Grant Award	Cash Match	Budget Amendments	Total Budget Allocation	Total Expenses & Encumbrances	FY 23-24 Carryforward Amount	Project Phase/ Status	Anticipated Completion Date	Grant Expiration
Stormwater Fund												
SE Stormwater II	PS-SW-0010	SRF Loan, Stormwater	6,159,729	-	-	844,496	7,004,225	(850,593)	6,153,632	Construction		
Neighborhood Drainage Improvement		Transportation Surtax, Stormwater	1,170,960	-	-	3,000,000	4,170,960	(2,968,928)	1,202,032	Construction		
SW 37th Terrace Drainage Improvement	PS-SW-0070	Stormwater	1,200,000	375,000	375,000	1,200,000	1,200,000	(1,097,830)	102,170	Completed		9/30/2026
SW 54th Court Drainage Improvement	PS-SW-0050	Stormwater	1,200,000	350,000	350,000	1,200,000	1,200,000	(1,010,092)	189,908	Completed		9/30/2026
SW 43rd Terrace Stormwater Improvement	PS-SW-0040	Transportation Surtax, Stormwater	1,568,625	1,568,625	-	508,251	2,297,467	(2,313,419)	-	Construction		
Citywide Stormwater Master Plan/CDBG Mitigation	PS-SW-0080	Stormwater, CDBG-MIT	-	795,000	265,000	16,535	1,076,535	(1,107,130)	-	Design		
Total Stormwater Fund Projects			11,299,314	3,088,625	990,000	6,769,282	16,949,187	(9,347,991)	7,647,743			
Water Fund												
NW 1st Ave Water Main Stirling-City Hall	N/A	Water	431,730	-	-	-	431,730	(431,732)	0	Design		
Total Water Fund Projects			431,730	-	-	-	431,730	(431,732)	0			
Sewer Fund												
Lift Rehabs 5,7,10	PS-SU-0010	Sewer	1,137,594	-	-	(9,607)	1,127,987	(1,007,274)	120,713	Construction		
SCADA System	PS-SU-0011	Sewer	257,715	-	-	13,620	271,335	(248,275)	-	Construction		
Inflow and Infiltration Mainline Repairs Project		Sewer	2,041,450	-	-		2,041,450	(2,041,450)	-	Construction		
HMGP Lift Stations	PS-SU-0021	HMGP	1,686,442	-	-	3,634,878	5,321,320	(499,800)	4,821,520	Construction		
Total Sewer Fund Projects			5,123,201	-	-	3,638,891	8,762,092	(3,796,799)	4,942,233			
Pier Fund												
Pier Refurbishing	PS-BP-0040, PS-BP-0041	Pier, GF Loan	500,000	-	-	1,818,188	2,318,188	(2,318,188)	0	Construction		
Total Pier Fund Projects			500,000	-	-	1,818,188	2,318,188	(2,318,188)				
Grants Fund												
Solar Lighting	PS-RB-0020, PS-RB-0043, PS-RB-0044	CDBG 44, 46, 47	-	396,491	-	-	396,491	(392,620)	3,871	Construction		4/30/2023
Fire Rescue - Station #1	PS-PB-0020, PS-PB-0021	HMGP, City Match	-	812,850	270,150	-	1,083,000	(232,280)	850,720	Construction		7/31/2023
City Hall Wind Retrofit and Generator	PS-BP-0010, PS-BP-0011	HMGP	-	2,405,500	-	-	2,405,500	(222,300)	2,183,200	Design		
CDBG 48th Year Solar Lights		CDBG	177,575		24,000	-	201,575	-	177,575			9/30/2023
Total Grants Fund Projects			477,575	3,987,390	294,150	433,541	5,192,656	(1,918,617)	3,250,039			
Capital Projects Fund												
Southeast 5th Avenue Crosswalk	PS-RB-0031	Capital	200,000	-	-	-	200,000	(80,500)	119,500	Construction		
Nyberg Swanson / Women's Club	PS-PB-0040, PS-PB-0041	Capital	-	-	-	647,987	647,987	(343,339)	304,648	Construction		
Solar Street Lighting	PS-RB-0040, PS-RB-0041, PS-RB-0042, PS-RB-0045	Capital, Bank Loan	-	-	-	1,305,462	1,305,462	(1,216,495)	88,967	Construction		
Oasis XV - Capital Fund	N/A	Capital	-	-	-	58,149	58,149	(11,000)	47,149	Completed		
Sidewalk Masterplan Tier I	N/A	Capital, ARPA, GF	400,000	-	-	422,604	822,604	(822,604)	0	Construction		

Business Tax Receipt Activity - February 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
Snack Shack Drive Thru Inc	1	\$ 818.75
Total Out of Business/Inactive	1	\$ 818.75

New Approved Applications	# of BTRs	Dollar Amount
3349 SW 44th LLC	1	\$ 236.25
Archer Western De Moya JV III	1	\$ 850.00
C & M America Developers LLC	1	\$ 196.50
Ebenezer Deliverance Temple Inc	1	\$ -
Global Outsourcing Provider Inc	1	\$ 131.25
James & Karen LLC	1	\$ 63.00
Milagros Rodriguez	1	\$ 31.50
Nahar Pinhar	1	\$ 31.50
New BHNW Dania 2 LLC	1	\$ 31.50
Patrick Roseberry	1	\$ 196.50
Rajpal, Vishal	1	\$ 63.00
Stirling In and Out LLC	1	\$ 625.00
Twin Harbors Property Mgmt LLC	2	\$ 63.00
Total New Applications	14	\$ 2,519.00

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	340	\$ 98,176.05
Paid Renewals	2,843	\$ 1,001,019.74
Total BTRs as of 02/29/2024	3,183	1,099,195.79 **

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

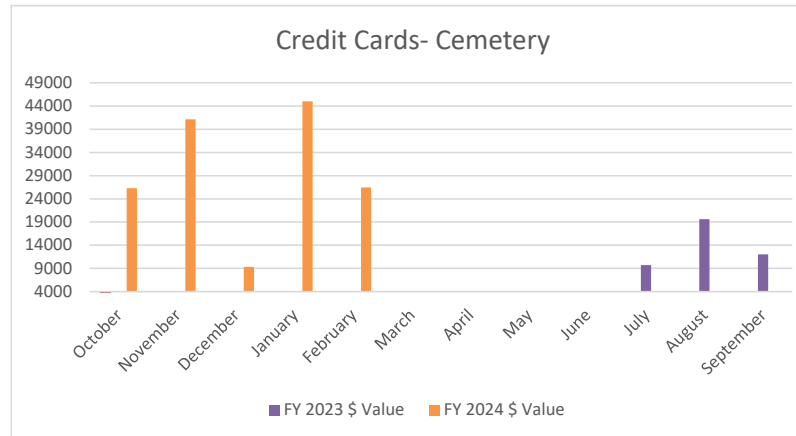
Miscellaneous Billing Invoice Aging Report

Aging Date 02/29/2024

Report By Invoice Type

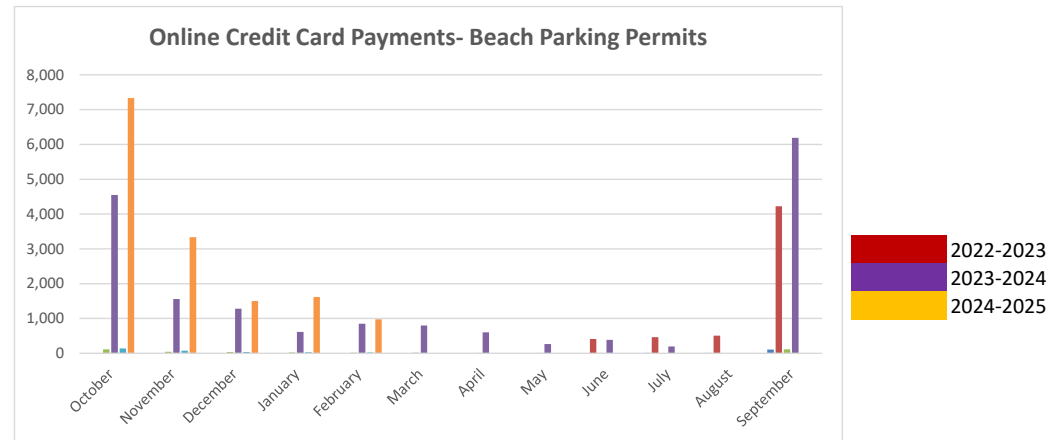
Description		Current	1-30	31-60	61-90	90+	Total
Invoice Type - CEM - Cemetery							
# 4652 - Eric L Wilson	Reservation of Burial Plot	.00	.00	.00	.00	2710.00	2,710.00
# 5474 - Cokenya D West	Reservation of Burial Plot	.00	.00	.00	.00	250.00	250.00
# 4179 - AJ Manuel Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1680.00	1,680.00
# 5736 - Sands, Carolyn	Reservation of Burial Plot	.00	.00	.00	.00	3000.00	3,000.00
# 5756 - Rahming Poitier Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	6430.00	6,430.00
# 5757 - Fuller Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	990.00	990.00
# 5673 - Agape Funeral and Cremation	Reservation of Burial Plot	.00	.00	.00	.00	5040.00	5,040.00
# 3946 - Eric S George Funeral Home	Reservation of Burial Plot	.00	.00	3990.00	.00	2380.00	6,370.00
# 5909 - Freeman Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5924 - Garcia Gimeno	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
# 5862 - Love and Grace Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3360.00	3,360.00
# 5976 - John Hanks Memorial Services	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 5925 - Anthony R. Manuel Funeral Home	Reservation of Burial Plot	.00	1680.00	.00	.00	600.00	2,280.00
# 5907 - Poitier Family Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6121 - Christine Smith	Reservation of Burial Plot	.00	.00	.00	.00	1500.00	1,500.00
# 6071 - Bells Funeral Services	Reservation of Burial Plot	.00	.00	.00	.00	625.00	625.00
# 5978 - Angels of Paradise	Reservation of Burial Plot	.00	.00	.00	.00	3990.00	3,990.00
# 6153 - Jacqueline Andrews	Reservation of Burial Plot	.00	.00	.00	.00	630.00	630.00
# 4410 - James C Boyd Funeral Home	Reservation of Burial Plot	.00	.00	.00	.00	3625.00	3,625.00
# 4569 - Clark & Norris Funeral Home	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 6173 - Pax Villa FH Miami	Reservation of Burial Plot	.00	.00	3990.00	.00	.00	3,990.00
# 4203 - McWhite's Funeral Home	Reservation of Burial Plot	.00	.00	1680.00	.00	.00	1,680.00
# 6146 - A Mortuary Service Main LLC	Reservation of Burial Plot	.00	.00	.00	.00	3625.00	3,625.00
# 4738 - Wright and Young Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 6174 - Collie, Ruth	Reservation of Burial Plot	.00	1500.00	.00	.00	.00	1,500.00
# 4431 - Landmark Funeral Home	Reservation of Burial Plot	.00	625.00	.00	.00	.00	625.00
# 6188 - New Beginnings Funeral Home	Reservation of Burial Plot	.00	3625.00	.00	.00	.00	3,625.00
# 6070 - Elijah Bells Funeral Home	Reservation of Burial Plot	.00	3990.00	.00	.00	.00	3,990.00
# 4786 - Dillard Josephine	Reservation of Burial Plot	.00	.00	.00	.00	200.00	200.00
Cemetery Totals		\$0.00	\$19,035.00	\$9,660.00	\$0.00	\$45,335.00	\$74,030.00
Invoice Type - BULK Trash Pk Up - Notice of Violation							
Bulk Trash Pickup		1920.00	.00	.00	.00	7004.00	8924.00
Bulk Trash Pk Up		\$1,920.00	\$0.00	\$0.00	\$0.00	\$7,004.00	\$8,924.00
Invoice Type FA- False Alarm							
Miscellaneous FA Customers	BSO & Fire False Alarms	.00	.00	.00	.00	2,000.00	2,000.00
False Alarm Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
Invoice Type FI - Fire Inspection							
3065 - Keynorth Townhomes	Annual Inspection FY 11	.00	.00	.00	.00	1,700.00	1,700.00
3072 - Atlantis Management	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	7,800.00	7,800.00
1012 - Gulfstream Apts.	Annual Inspection FY 11 & FY 12	.00	.00	.00	.00	2,800.00	2,800.00
# 4466 - Meadowbrook Condo	Annual Inspection FY 13	.00	.00	.00	.00	1,000.00	1,000.00
4644 - Oakbridge Townhomes	Annual Inspection FY 14	.00	.00	.00	.00	4,000.00	4,000.00
Miscellaneous FI Customers	Annual & Re-Inspections	.00	.00	.00	.00	254,685.00	254,685.00
Fire Inspection Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$271,985.00	\$271,985.00
Invoice Type GR Federal - Grant Reimb. Federal Government							
# 6168 - Florida Dept. of Emergency	2023-00000004	.00	.00	.00	.00	120,104.00	120,104.00
# 6168 - Florida Dept. of Emergency	2023-00000005	.00	.00	.00	.00	181,294.90	181,294.90
# 6155 - Florida Division of Emergency	2023-00000001	.00	.00	.00	.00	56,319.60	56,319.60
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$357,718.50	\$357,718.50
Invoice Type GR State - Grant Reimb. State of Florida							
# 6170 - FL Dept. of Economic Opportunity	2023-00000002	.00	.00	.00	.00	395,504.79	395,504.79
# 4051 - State of Florida Dept of	2023-00000003	.00	.00	.00	.00	332,500.00	332,500.00
# 4051 - State of Florida Dept of	2023-00000004	.00	.00	.00	.00	375,000.00	375,000.00
Grant Federal Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$1,103,004.79	\$1,103,004.79
Invoice Type LM - Lake Maintenance							
Miscellaneous LM Customers	Lake Maintenance	.00	.00	.00	.00	275.36	275.36
Lake Maintenance Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$275.36	\$275.36
Invoice Type MS - Miscellaneous							
# 4647 - Palmetto Hospitality of Dania	Water Impact Fees	.00	.00	.00	.00	20,242.00	20,242.00
Misc. Customers	Misc. Customers	12,500.00	16,206.24	.00	.00	55,179.43	83,885.67
Miscellaneous Totals		\$12,500.00	\$16,206.24	\$0.00	\$0.00	\$75,421.43	\$104,127.67
Grand Totals							
Grand Totals		\$14,420.00	\$35,241.24	\$9,660.00	\$0.00	\$1,862,744.08	\$1,922,065.32

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

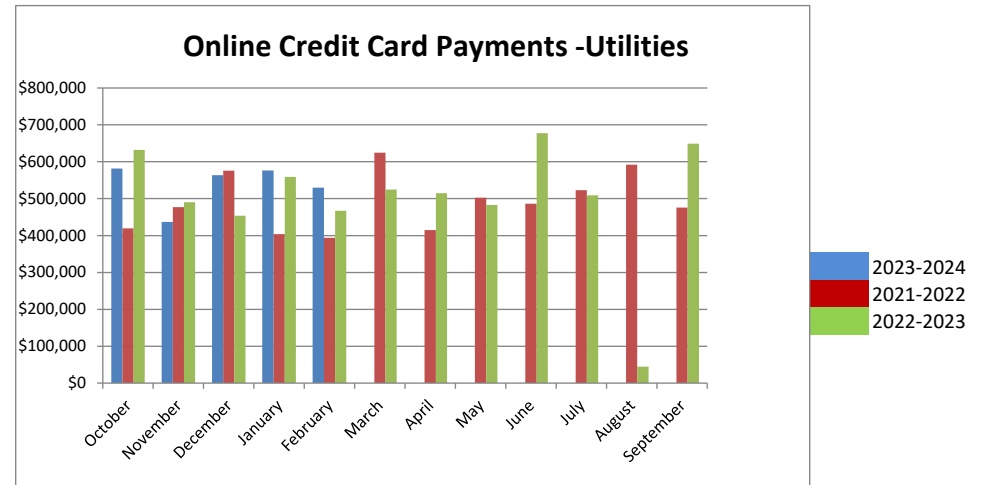


2023-2024
2024-2025

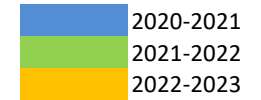
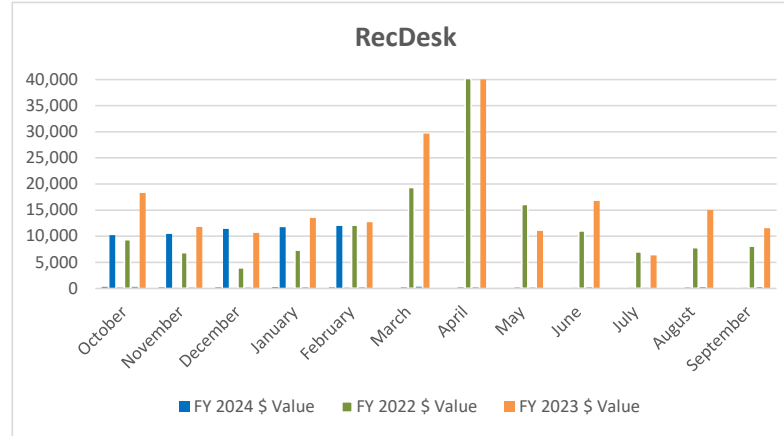
FY 2022			FY 2023		FY 2024	
			<u># of</u>		<u># of</u>	
	<u># of Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October			112	\$4,547	141	\$7,334
November			46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23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



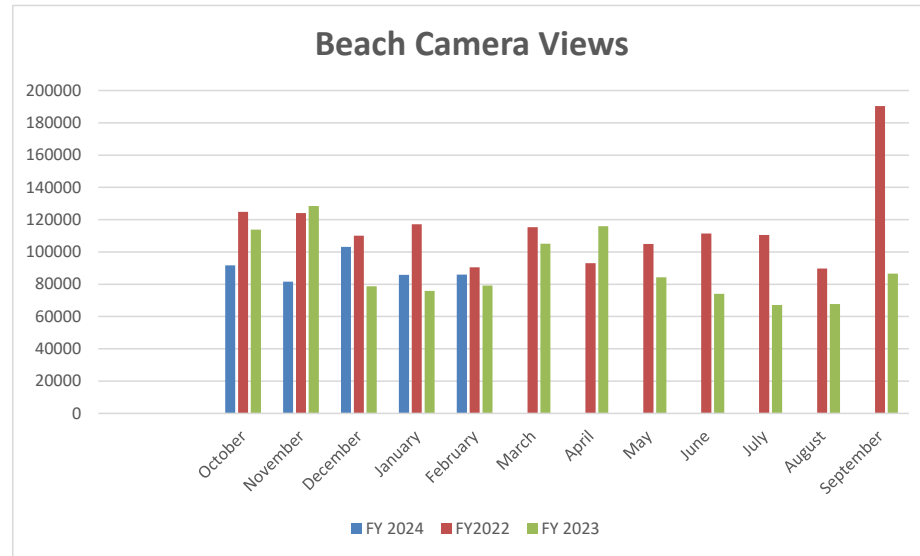
	FY 2024		FY 2022		FY 2023	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	1,806	\$581,381	1,756	\$419,523	1,799	\$631,937
November	1,626	\$436,666	1607	\$477,225	1698	\$490,381
December	1,720	\$563,383	1644	\$575,861	1676	\$453,598
January	1,851	\$576,388	1580	\$403,966	1814	\$559,003
February	1,727	\$529,750	1461	\$393,924	1586	\$466,879
March			1883	\$624,708	1673	\$524,878
April			1558	\$415,006	1696	\$514,951
May			1635	\$502,840	1705	\$482,818
June			1771	\$486,384	1890	\$677,359
July			2003	\$522,805	1956	\$509,105
August			1919	\$591,853	1745	\$44,810
September			1748	\$475,765	1953	\$648,891



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

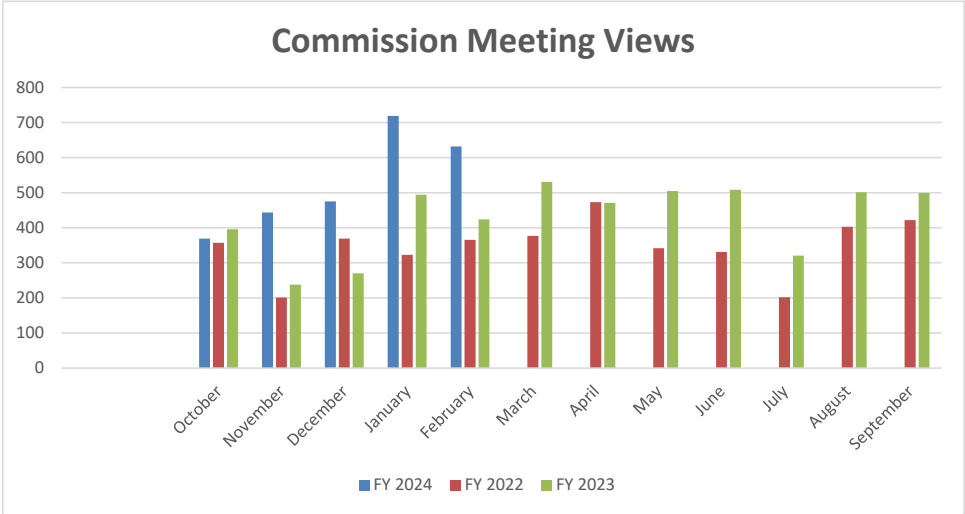


	FY 2024	FY2022	FY 2023
October	91,700	124,800	113,900
November	81,600	124,100	128,500
December	103,200	110,100	78,800
January	85,800	117,200	75,900
February	85,900	90,500	79,200
March		115,300	105,100
April		93,100	115,900
May		104,900	84,300
June		111,500	74,100
July		110,600	67,100
August		89,700	67,700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



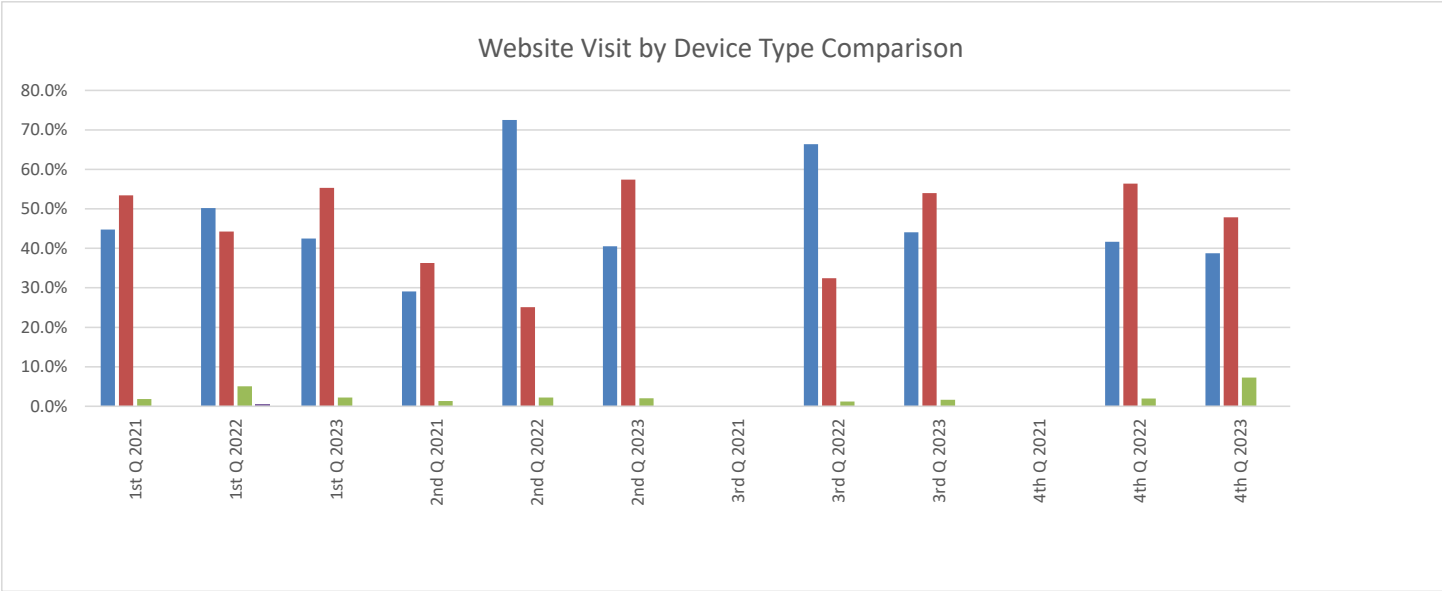
YouTube Channel
FY 2024 **FY 2022** **FY 2023**

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

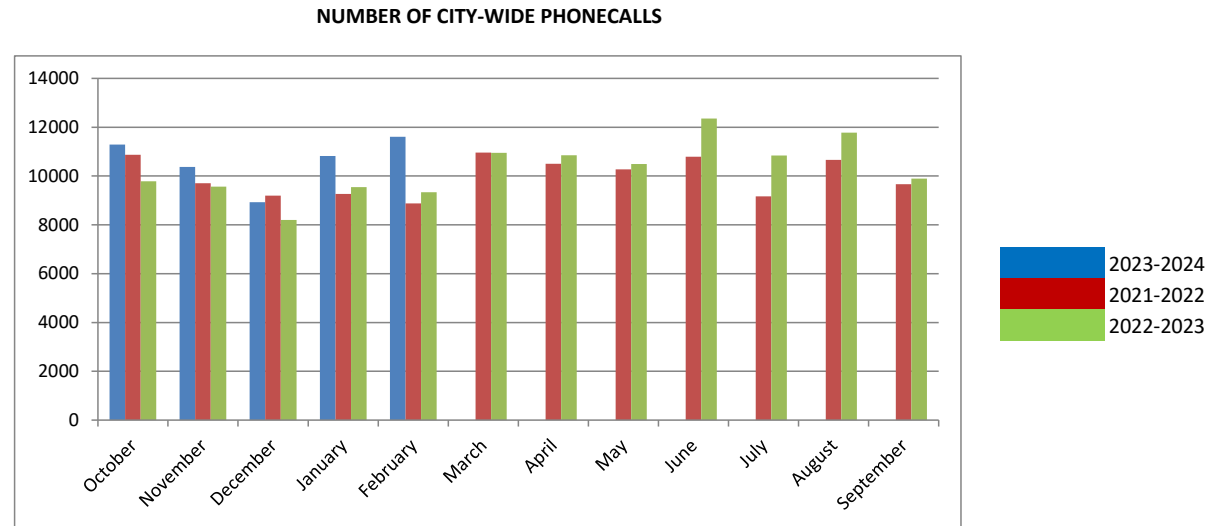


Website Visit by Device Type Comparison

	1st Q 2021	1st Q 2022	1st Q 2023	2nd Q 2021	2nd Q 2022	2nd Q 2023	3rd Q 2021	3rd Q 2022	3rd Q 2023	4th Q 2021	4th Q 2022	4th Q 2023
Desktop	44.7%	50.2%	42.5%	29.1%	72.5%	40.5%	0.0%	66.4%	44.1%	0.0%	41.6%	38.8%
Smartphone	53.4%	44.2%	55.3%	36.3%	25.1%	57.4%	0.0%	32.5%	54.0%	0.0%	56.4%	47.9%
Tablet	1.8%	5.0%	2.2%	1.3%	2.2%	2.1%	0.0%	1.2%	1.6%	0.0%	2.0%	7.3%
Other	0.0%	0.6%		0.0%			0.0%			0.0%		



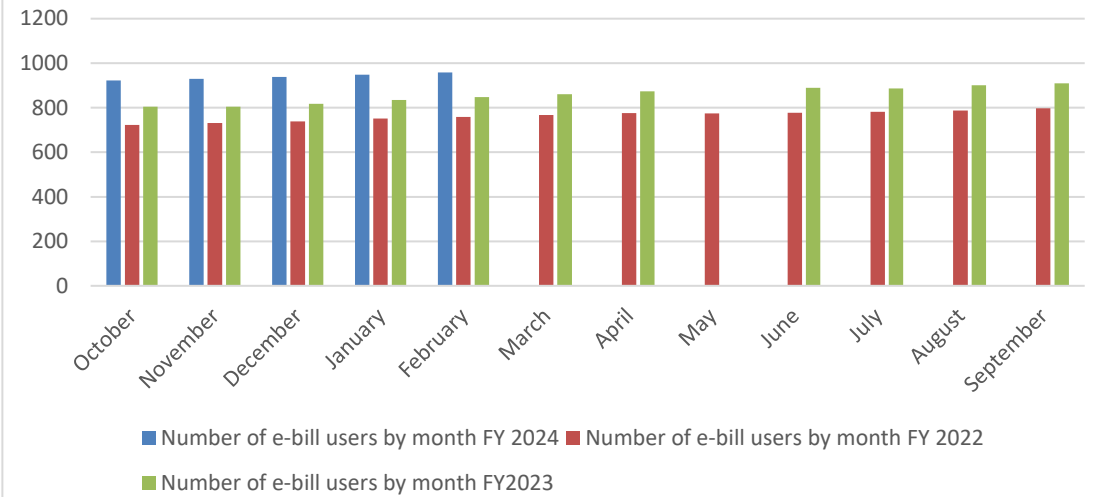
	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY 2023</u>
October	11,286	10,868	9,789
November	10,370	9,702	9,564
December	8,932	9,193	8,197
January	10,820	9,268	9,543
February	11,612	8,875	9,338
March		10,960	10,946
April		10,499	10,851
May		10,274	10,489
June		10,791	12,351
July		9,164	10,843
August		10,658	11,775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



Number of e-bill users by month

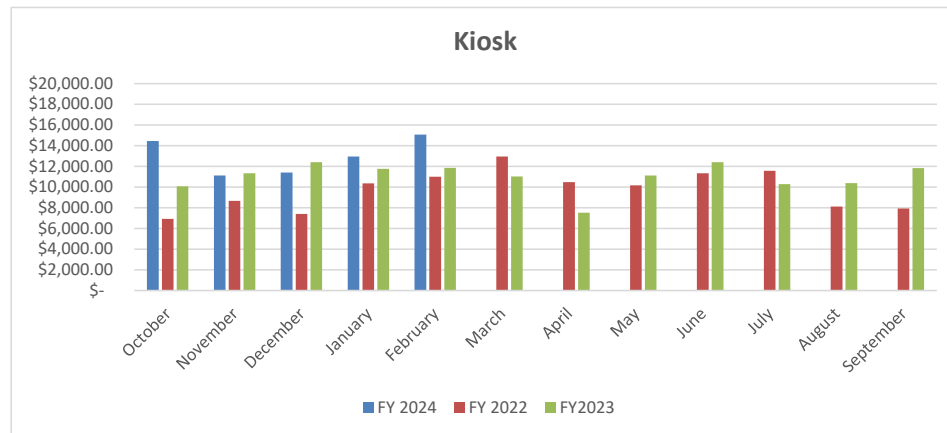
	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY2023</u>
October	922	722	804
November	929	731	805
December	939	738	818
January	948	751	835
February	959	759	848
March		767	861
April		776	873
May		775	
June		778	890
July		782	886
August		787	901
September		797	910

Incremental E-bill Accounts



Kiosk

	<u>FY 2024</u>	<u>FY 2022</u>	<u>FY2023</u>
October	\$ 14,452.23	\$ 6,940.80	\$ 10,067.50
November	\$ 11,121.83	\$ 8,678.89	\$ 11,339.44
December	\$ 11,401.43	\$ 7,403.30	\$ 12,409.30
January	\$ 12,953.63	\$ 10,348.96	\$ 11,755.07
February	\$ 15,069.97	\$ 10,992.74	\$ 11,856.78
March		\$ 12,964.70	\$ 11,032.47
April		\$ 10,480.52	\$ 7,514.64
May		\$ 10,160.84	\$ 11,120.90
June	\$ -	\$ 11,336.27	\$ 12,405.61
July	\$ -	\$ 11,575.17	\$ 10,289.44
August	\$ -	\$ 8,117.21	\$ 10,380.86
September	\$ -	\$ 7,940.87	\$ 11,842.84



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

Annual Budget \$ 900,000

Waste Hauler									
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC	Tropical Sanitation Inc	General Fund
Permit Application Fee	75.00	75.00	75.00	225.00	75.00	75.00	75.00	150.00	
Annual Permit Fee	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	Monthly Activity
Monthly Franchise									
Oct	\$ 2,506.09	\$ 33,232.87	\$ 11,277.12	\$ 3,777.33	\$ 1,165.19	\$ 4,666.00	\$ 11,433.00		\$ 68,057.60
Nov	2,601.53	38,500.99	16,379.12	4,298.24	1,283.08	2,932.48	12,079.29		78,074.73
Dec	2,641.05	37,758.93	19,566.05	3,826.03	1,230.70	-	9,776.60		74,799.36
Jan	2,685.42	37,936.93	11,993.95	-	1,020.06	2,216.87	12,653.65		68,506.88
Feb	2,666.10	37,587.43	-	-	1,227.76	3,091.54	-		45,435.33
Mar									-
Apr									-
May									-
Jun									-
Jul									-
Aug									-
Sep									-
Total Mo. Franchise	\$ 13,100.19	\$ 185,017.15	\$ 59,216.24	\$ 11,901.60	\$ 5,926.79	\$ 12,906.89	\$ 45,942.54		\$ 334,873.90
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Republic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund
Monthly Franchise									
Oct	\$ 835.36	\$ 11,077.62	\$ 3,759.04	\$ 1,259.11	\$ 388.40	\$ 1,555.34	\$ 3,811.00		\$ 22,685.87
Nov	\$ 867.18	\$ 12,833.66	\$ 5,459.71	\$ 1,432.75	\$ 427.70	\$ 977.49	\$ 4,026.43		\$ 26,024.92
Dec	\$ 880.35	\$ 12,586.31	\$ 6,522.02	\$ 1,275.34	\$ 410.23	-	\$ 3,258.87		\$ 24,933.12
Jan	\$ 895.14	\$ 12,645.65	\$ 3,997.99	-	\$ 340.02	\$ 738.95	\$ 4,217.88		\$ 22,835.63
Feb	\$ 888.70	\$ 12,529.14	-	-	\$ 409.25	\$ 1,030.52	-		\$ 15,145.11
Mar									\$ -
Apr									\$ -
May									\$ -
Jun									\$ -
Jul									\$ -
Aug									\$ -
Sep									\$ -
Total Mo. Franchise	\$ 4,366.73	\$ 61,672.38	\$ 19,738.76	\$ 3,967.20	\$ 1,975.60	\$ 4,302.30	\$ 15,314.18		\$ 111,624.65
Total Receipts	\$ 18,541.92	\$ 247,764.53	\$ 80,030.00	\$ 17,093.80	\$ 8,977.39	\$ 18,284.19	\$ 62,331.72		\$ 453,023.55

Water Fund	Monthly Utility Account Activity	MISC
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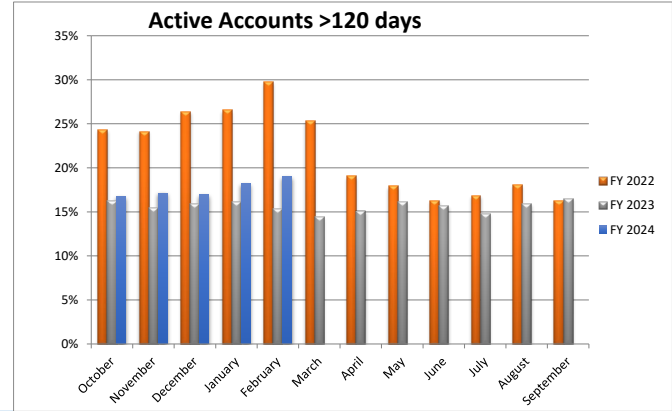
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2023	2024	2023	2024	2023	2024	# of Accts		
Oct	46,710.00	3,114.00	-	1,450.00	2,565.00	2,660.00	532.00	47	30
Nov		-	-	-	2,540.00	2,865.00	573.00	39	35
Dec	53,717.00	6,228.00	-	-	3,125.00	2,630.00	526.00	48	40
Jan	2,282.00	-	-	-	2,795.00	2,995.00	599.00	48	33
Feb	44,375.00	10,241.00	4,671.00	-	2,630.00	2,855.00	571.00	40	40
Mar	1,557.00		-		2,760.00		-		60
Apr	7,785.00		1,650.00		1,965.00		-		35
May	1,557.00		-		2,215.00		-		55
Jun	4,671.00		1,450.00		2,715.00		-		49
Jul	-		-		2,860.00		-		53
Aug	10,120.00		12,456.00		2,855.00		-		52
Sept	196,961.00		1,750.00		2,510.00		-		39
Total	\$ 369,735	\$ 19,583	\$ 21,977	\$ 1,450	\$ 31,535	\$ 14,005	\$ 2,801	222	521

5% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

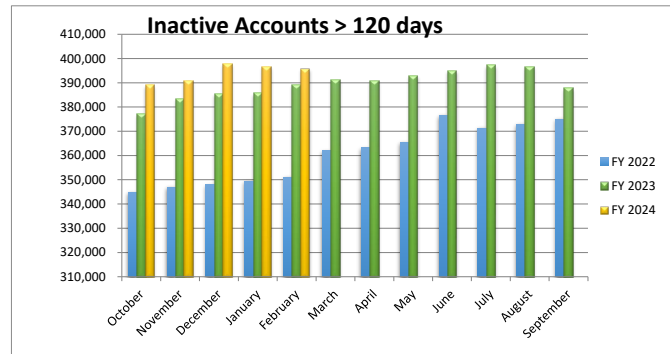
	FY 2022			FY 2023			FY 2024		
	Monthly Billings			Monthly Billings			Monthly Billings		
	>120 Past Due		% DELQ	>120 Past Due		% DELQ	>120 Past Due		% DELQ
October	275,153	\$ 1,130,854	24%	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%
November	276,502	1,145,557	24%	186,463	1,205,526	15%	216,614	1,267,676	17%
December	286,708	1,088,332	26%	188,661	1,186,620	16%	214,935	1,270,207	17%
January	309,337	1,166,202	27%	188,029	1,165,000	16%	220,340	1,211,794	18%
February	322,379	1,084,213	30%	185,376	1,210,890	15%	231,139	1,217,188	19%
March	281,908	1,112,053	25%	183,535	1,267,253	14%			
April	222,556	1,169,668	19%	190,502	1,262,289	15%			
May	211,091	1,178,959	18%	189,684	1,172,418	16%			
June	190,542	1,173,565	16%	184,340	1,178,310	16%			
July	201,407	1,194,888	17%	190,677	1,288,709	15%			
August	202,749	1,120,866	18%	198,874	1,252,551	16%			
September	183,816	1,129,966	16%	203,881	1,235,287	17%			
Annual Avg	\$ 247,012	\$ 1,141,260	22%	\$ 189,584	\$ 1,213,796	16%	\$ 218,164	\$ 1,241,644	18%



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

INACTIVE ACCOUNTS

	FY 2022		FY 2023		FY 2024	
	>120 Past Due		>120 Past Due		>120 Past Due	
October	344,685		377,040	9%	388,922	3%
November	346,914		383,454	10%	390,867	2%
December	347,964		385,515	10%	397,662	3%
January	349,252		385,601	9%	396,459	3%
February	350,890		389,237	10%	395,697	2%
March	361,917		391,059	7%		
April	363,125		390,781	7%		
May	365,539		392,882	7%		
June	376,626		394,781	5%		
July	371,165		397,219	7%		
August	372,990		396,674	6%		
September	375,001		387,690	3%		
Annual Avg	\$ 360,506	\$	389,328	7%	\$ 393,922	1%



City of Dania Beach

General Fund

Unassigned Fund Balance - - Contingency

Balance 10/1/23 (Estimated)

----- General Fund -----

<u>Contingency</u>	<u>Unassigned Fund Balance</u>
--------------------	------------------------------------

\$ 426,700	\$ 30,060,196
------------	---------------

(Uses) / Additions:

October	-	(838,552)
November	(6,800)	(1,651,835)
December	(11,122)	-
January	(27,950)	-
February	(8,483)	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-

Sub-Total (Uses) / Additions

(54,355)	(2,490,387)
----------	-------------

Sub-Total Available

372,345	27,569,809
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Other Considerations

GFOA/City Commission 25% Reserve

(13,000,000) est.

Estimate of Availability at 09/30/24

\$ 372,345	\$ 14,569,809
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City of Dania Beach

#001-18-00-519-99-10

Contingency Account

Original Budget	\$	325,000	
Amendment		101,700	Collins playground, veterans Park and 5k Race
Uses:			

	Total	
Oct	-	
Nov	(6,800)	DB Press \$300;DBHS \$4,000;BSO Toy Drive \$2,500
December	(11,122)	\$4572 5k walk; \$300 DB Press; \$5,000 MLK; \$1,000 Winter Camp; \$250 Committee of 100
January	(27,950)	\$20k-Signage for Linear Park; \$4k Prestge Club Etiquette Lunch \$900 Winter Camop; \$2.5k State of the Region MPO; \$550 DB Press
February	(8,483)	Lighthouse 4 Students \$1500; Love our Nation \$1500 MPO Ad \$250; BLC Gala \$5,000 ; Awards \$233.22
March		
April		
May		
June		
July		
August		
September		
Balance Remaining	\$	372,345

City of Dania Beach

General Fund

Analysis of
Fund Balance

	<u>Balance 10/1/23</u>	30,060,196	
Uses: #389-90-01			
October	(838,552)		Carryovers/ P.O's etc
November	(1,651,835)		Purchase of 148 N Federal Highway \$1,611,426
December			\$40,409- Surplus Carry Over for lease of modular offices
January			
February			
March			
April			
May			
June			
July			
August			
September			
Total Uses (Sources)		<u>(2,490,387)</u>	
Estimated Balance Available 09/30/24		<u>\$ 27,569,809</u>	
<u>Other Considerations</u>			
GFOA/City Commission 25% Reserve	(13,000,000)	est.	
Estimate of Availability at 09/30/24		<u>14,569,809</u>	



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL TO PURCHASE VEHICLES AND GENERATORS UTILIZING
FLORIDA SHERIFFS ASSOCIATION AND SOURCEWELL CONTRACTS

Request:

The Public Services Department (PSD) is requesting authorization to purchase five vehicles from awarded vendor Bozard Ford, utilizing FSA Contract FSA23-VEL31.0 and two 150kva Generators from Genset Services utilizing the Sourcewell Contract number 092222 GNR.

Background:

The vehicle purchases for this fiscal year are required for assignment to new positions and replace aging vehicles across several departments. The Grounds and Streets Division in PSD and the Parks Department will require additional vehicles for these positions, and other purchases are required to replace vehicles that have reached the end of their useful life. When this point is reached, vehicles become increasingly unreliable due to age and mileage. The two generators, which will be assigned to the Sewer Division, will replace two generators that are over ten (10) years old, and which have become unreliable. All purchases were approved for the current FY24 budget.

Budgetary Impact

PSD recommends approval to purchase five vehicles and two generators in the amount of \$352,054.52, as broken down below:

Department	Vehicle Type	Cost	GL Account
Parks	Ford F-150	\$38,728.00	506-39-03-539-64-20
Parks	Bronco Sport	\$30,806.00	506-39-03-539-64-20
Grounds	Ford F-150	\$38,728.00	506-39-03-539-64-20
Grounds	Ford F-150	\$38,728.00	506-39-03-539-64-20
Streets	Ford F-150	\$38,728.00	506-39-03-539-64-20
Sewer	MDG150DF4-STD3	\$83,168.26	402-35-02-535-64-30
Sewer	MDG150DF4-STD3	\$83,168.26	402-35-02-535-64-30
	Total	\$352,054.52	

Recommendation

Public Services recommends City Commission approval of a resolution for the purchase of five vehicles and two generators by utilizing awarded vendors and the pricing under the FSA Contract FSA23-VEL31.0 and Sourcewell contract number 092222GNR.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF FIVE FORD VEHICLES AND TWO GENERATORS FOR PARKS AND RECREATION DEPARTMENT AND STREETS, GROUNDS AND SEWER DIVISIONS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY TWO THOUSAND FIFTY FOUR DOLLARS AND FIFTY TWO CENTS (\$352,054.52) FROM BOZARD FORD AND GENSET SERVICES, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA23-VEL31.0 AND SOURCEWELL CONTRACT NUMBER 092222GNR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/she is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, “Monetary thresholds for certain purchases and payment disbursement authorizations”, Subsection (a), sets the monetary threshold or limitation at \$50,000.00; and

WHEREAS, the Public Services Department (“PSD”) has determined that vehicles and equipment needed by the City can be purchased at the least cost to the City from Bozard Ford utilizing the pricing under the FSA Contract FSA23-VEL31.0, and Genset Services utilizing pricing under the Sourcewell Contract number 092222GNR, attached as composite Exhibit “A,” copies of which are made a part of and are incorporated into this Resolution by this reference; and

WHEREAS, the approved FY24 budget provides for the purchase of vehicles and equipment to support existing and new staff in Parks and Recreation and Public Services Departments, as well as replacing units that have reached the end of their useful lives.

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

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

Section 2. That City Commission authorizes the purchase of (5) five Ford vehicles for Parks and Recreation Department and Public Services Department by utilizing the pricing under the FSA Contract FSA23-VEL31.0 valid through September 30, 2024 and (2)two generators for the Sewer Division utilizing the pricing under the Sourcewell Contract #092222GNR.

Section 3. That funding for this purchase is available and appropriated in the FY 24 budget from the following sources:

Position/Department	Vehicle Type	Procurement cost	GL Account
Parks	Ford F-150	\$38,728.00	506-39-03-539-64-20
Parks	Bronco Sport	\$30,806.00	506-39-03-539-64-20
Grounds	Ford F-150	\$38,728.00	506-39-03-539-64-20
Grounds	Ford F-150	\$38,728.00	506-39-03-539-64-20
Streets	Ford F-150	\$38,728.00	506-39-03-539-64-20
Sewer	MDG150DF4-STD3	\$83,168.26	402-35-02-535-64-30
Sewer	MDG150DF4-STD3	\$83,168.26	402-35-02-535-64-30
	Total	\$352,054.52	

Section 4. That the City Commission authorized the purchase of vehicles from Bachrodt FT (dba Palmetto Ford as stipulated above, authorizes the proper City officials to execute such documents as are necessary for the purchase of such vehicles.

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

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

SPACE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles

Florida Sheriffs Association (FSA) has completed its 31st year of the cooperative purchasing pursuit, administrative, and other vehicles contract. FSA is issuing the Notice of Final Award for contract FSA23-VEL31.0: Pursuit, Administrative, & Other Vehicles that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 216 items. The contract will offer pursuit rated vehicles, administrative sedans, pickup trucks, electric vehicles, cargo and passenger vans, electric bikes, motorcycles, and other light and midsize vehicles.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 51 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 19 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

BOZARD
GOVERNMENT SALES

January 23, 2024

YAMIL LOBO

CITY OF DANIA BEACH

954-924-6808 EXT 3744 CELL 754-224-6385

Yyiobo@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 23-VEL31.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	AS	VINYL 40/20/40 FT SEAT	
		Description	Price
	F1K	2024 FORD F-150 REG CAB 4X2 6.5" BED 122" W/BASE	\$ 36,014.00
		8 FT BED 141" W/BASE	\$ 979.00
	995	5.0L V-8 ENG	INC
	44G	10 SPEED AUTOMATIC	INC
		EQUIPMENT GROUP 101A	INC
	96W	SPRAY IN BEB LINER	\$ 594.00
	85H	BACK UP ALARM	\$ 219.00
	942	DAYTIME RUNNING LIGHTS	\$ 44.00
	T7C	LT265/70R17C BSW A/T	\$ 294.00
		CITY TAG	\$ 185.00
		(1) EXTRA KEY	\$ 399.00
	153	FT LICENSE PLATE BRACKET	INC
			\$ 38,728.00
	4 X		\$ 154,900.00

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager

(850) 776-5294

WINDROW11@GMAIL.COM

BOZARD
GOVERNMENT SALES

February 14, 2024
CITY OF DANIA BEACH
YAMIL LOBO
954-924-6806 EXT 3744
ylobo@daniabeachfl.gov

Greeting,

Bozard Ford is pleased to submit the following quotw based on FSA Contract FSA 23-VEL31.0

	Color		
Exterior Color	YZ	WHITE	
Interior Vehicle Color	SH	EBONY VINYL	
		Description	Price
	R9B	2024 FORD BRONCO SPORT 4DR 4X4	\$ 30,122.00
	996	1.5LL ECOBOOST ENG	INC
	448	8-SPEED AUTOMATIC	INC
		EQUIPMENT GROUP 200A	INC
		(1) EXTRA KEY	\$ 499.00
		NEW TAG	\$ 185.00
	153	FT LICENSE PLATE BRACKET	INC
			\$ 30,806.00

All Vehiicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager (850) 776-5294

WINDROW11@GMAIL.COM

Generac #092222-GNR

Pricing for contract #092222-GNR is provided to Sourcewell participating agencies at a percentage range off list prices, depending on product line. There are also quantity discounts that can be offered on a case-by-case basis.



Sales & Service for Standby Engine Generators

Proposal#: 46783

Proposal Date: 11/14/2023

Valid Until: 12/14/2023

Revision : 1

Job Name: Dania Beach Public Service

Prepared For: City of Dania Beach

Project Rep: William Gonzalez

Contact: Yamil Lobo

Phone: 954-956-9252

Email: wgonzalez@gensetservices.com

We are pleased to offer the following proposal:

Reference: Dania Beach Public Services

We are pleased to offer the following quote for the above project:

Quantity 2 - MDG150DF4-STD3: Trailer Mounted Diesel Genset, 150KVA, 240V single phase, 480V three phase, John Deere Tier IV engine

Quantity 1 - Transport to jobsite

Total investment for the above equipment (Not including any applicable tax or freight): **\$166,336.52**

Revision No. 1: 11/29/2023, Proposal based on "Sourcewell" pricing contract No. 092222 GNR

Total investments for the above equipment (not including any taxes):

\$ 166,336.52

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Estimated Delivery: 20 to 24 (Subject to change)

FOB: Jobsite installation and offloading by others unless included in the above BOM

Quoted Per: Customer Request No Drawings / Electrical Riser Not Provided

3100 Gateway Drive - Pompano Beach, FL 33069 - Phone: (954) 956-9252 - Fax: (954) 968-6110

578 Cooper Oaks Court - Apopka, FL 32703 - Phone: 407-532-0414 - Fax: 407-532-0415

www.gensetservices.com



Sales & Service for Standby Engine Generators



Proposal#: 46783

Proposal Date: 11/14/2023

Valid Until: 12/14/2023

Revision : 1

Exceptions to the specifications: Proposal no. 46783 Based on "Sourcewell Pricing" Contract No. 092222 GNR



Sales & Service for Standby Engine Generators

Proposal#: 46783

Proposal Date: 11/14/2023

Valid Until: 12/14/2023

Revision : 1

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature:

Print Name:

Title:

Date:

P.O.#:

Project Status

- ☐ Hold for Release
☐ Release to Manufacturer

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty; Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Genset's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Genset's maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Genset's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Genset's obligations herein, it being acknowledged by Customer that Genset's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSET'S LIABILITY. GENSET'S LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSET'S LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that it is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF FLORIDA INLAND NAVIGATION DISTRICT
APPLICATION FOR THE “GRIFFIN MARINE BOAT RAMP AND DOCK
REPLACEMENT” PROJECT**

Request:

The Public Services Department (PSD) requests approval of a Florida Inland Navigation District (FIND) application for a grant in the amount of \$750,000 for the “Griffin Marine Park Boat Ramp and Dock Replacement” Project.

Background:

The boat ramp's pitch and surface friction properties at Griffin Marine Park have been identified as the cause of several incidents where boat launching vehicles have slid down the ramp and into the canal. Despite frequent and regular maintenance of the boat ramp, its surface has reached a point where insufficient ramp friction results in cases of vehicle slippage. The floating docks are over 20 years old and require replacement. It was, therefore, decided that the ramp be rebuilt with a safe and proper surface for boaters and replace the docks.

FIND funds local projects that promote boating activities on the Intracoastal Waterway. The FIND rules require grant recipients to provide a 50% cash match for the project. Craven Thompson and Associates, the project's design engineer, estimated the ramp replacement and new floating docks cost to be \$1,500,000. FIND requires a resolution authorizing the application from the municipality.

Budgetary Impact

The City's Five (5)-Year Capital Investment Plan includes funding in the amount of \$500,000 for the “Griffin Marine Park Boat Ramp and Dock Replacement” Project. If approved, the FIND grant provides up to \$750,000 in funding.

Recommendation

PSD recommends authorizing the approval of the FIND application for funding the “Griffin Marine Park Boat Ramp and Dock Replacement” Project.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), TO PROVIDE FUNDING FOR THE GRIFFIN MARINE PARK BOAT RAMP AND DOCK REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is interested in carrying out the Griffin Marine Park Boat Ramp and Dock Replacement Project for the safe use and enjoyment of a public boat ramp for the citizenry of the City of Dania Beach and the state of Florida, for a total cost estimate of \$1,500,000.00, which project is to redesign and replace existing boat ramp with ramp with a less steep entrance slope; replace the floating docks; and

WHEREAS, the City of Dania Beach shall make application to the Florida Inland Navigation District in the amount of \$750,000.00 which is half of the actual cost of the project in behalf of the City of Dania Beach; and

WHEREAS, the City Commission seeks financial assistance is requested for the program mentioned above from the Florida Inland Navigation District Grant Program.

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 Florida Inland Navigation District ("FIND") Grant Program Grant application is approved, and the proper City officials are authorized to execute and submit the application.

Section 3. That the City will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the project agreement for any assistance awarded under the attached application.

Section 4. That the City it is in complete accord with the attached application, incorporated into this Resolution as Exhibit "A", and that it will carry out the program in the manner described in the application and any plans and specifications attached hereto unless prior approval for any change has been received from the District.

Section 5. That the City will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this application and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, Pl. 88-352 (1964) in design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws rules and requirements.

Section 6. That the City will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

Section 7. That the City has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Dania Beach for public use.

Section 8. That the City will make available to FIND if requested a post audit of expenses incurred on the project prior to or in conjunction with request for the final 10% of the funding agreed to by FIND.

Section 9. That the City Manager and City Attorney are authorized to make minor revisions to the application as may be deemed necessary and proper for the best interests of the City.

Section 10. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 11. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



WATERWAYS ASSISTANCE PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E



FY 2024-2025

WATERWAYS ASSISTANCE PROGRAM
APPLICATION PACKAGE
Part 2. Attachment E

The following attachment E-1 through E-8, in addition to the requirements of items 10 through 13 of the application checklist, constitute your formal application.

**SUBMIT THE APPLICATION INFORMATION IN
THE ORDER LISTED ON THE CHECKLIST.**

Applications must be received by the District by 4:30 p.m. on April 1, 2024.

SUBMIT THE ENTIRE APPLICATION TO:



Electronic submission
via email to:
CKelley@aicw.org

(pdf file size 15MB or
less and permits should
be sent in separate
emails to reduce file size)

Application must be received by the deadline, no exceptions.

Attachment E - Applicant Tips Sheet

(Mistakes Common to the application process and how to avoid them)

SCHEDULING

The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 1st of April; Property control/Technical sufficiency items – 15th of May, Permits – 16th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

PROPERTY CONTROL VERIFICATION

Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

PROJECT COSTS ELIGIBILITY

Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

COST-SHARE

Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project elements in a certain manner for easier accounting.)

PRE-AGREEMENT EXPENSES

Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre-agreement expenses if possible. Note: Pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of \$200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the \$100,000 project cost prior to October 1st is eligible as project expenses (i.e. \$50,000). Then only ½ of the eligible project expenses (\$50,000) are eligible for District funding assistance (i.e. \$25,000).

SUBMITTED MATERIALS & JUNE PRESENTATION

The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Board's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: Make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS

Grant applications are ONLY being accepted by email. Grant applications shall be submitted via email as a pdf attachment (15mb maximum size and permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know that your application has been received. Email your completed application to CKelley@aicw.org

Applications must be received by the District by 4:30 p.m. on April 1, 2024.

ATTACHMENT E-1

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2024

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy shall be emailed (15mb maximum file size) to CKelley@aicw.org. Applications must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 4th) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	_____	_____
2. Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	☐	☒
3. Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page) (Form must be completed and signed)	☐	☒
4. Project Information – E-3 (Form No. 90-22a, 1 page)	☐	☒
5. Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. No signatures required	☐	☒
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	☐	☒
7. Project Timeline – E-6 (Form No. 96-10, 1 page)	☐	☒
8. Official Resolution Form – E-7 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	☐	☒

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

WATERWAY ASSISTANCE PROGRAM FY 2024

	<u>YES</u>	<u>NO</u>
9. Attorney's Certification (Land Ownership) – E-8 (Must be on or follow format of Form No. 94-26, Legal descriptions NOT accepted in lieu of form)	☐	☒
10. County/City Location Map	☐	☒
11. Project Boundary Map	☐	☒
12. Clear & Detailed Site Development Plan Map	☐	☒
13. Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	☐	☒

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, April 1, 2024. By May 15, 2024, my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 16, 2024. If the information in Item 13 is not submitted to the District office by September 16, 2024, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: _____ TITLE: _____

**** SIGNATURE - PROJECT LIAISON ****

DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

Eligibility of Project Cost: _____

ATTACHMENT E-2

APPLICANT INFORMATION & PROJECT SUMMARY

WATERWAY ASSISTANCE PROGRAM FY 2024

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		Title:	
Project Liaison: <i>(if different from Director)</i>		Title:	
Mailing Address:			
City:		Zip Code:	
Email Address:		Phone #:	
Project Address:			

*** I hereby certify that the information provided in this application is true and accurate. ***

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

ATTACHMENT E-3

PROJECT INFORMATION

WATERWAY ASSISTANCE PROGRAM FY 2024

Applicant:	Project Title:	
Total Project Cost: \$	FIND Funding Requested: \$	% of Total Cost:
Amount of Applicant's Matching Funds:		
Source of Applicant's Matching Funds:		

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ☐

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ☐ **

**If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4
EVALUATION WORKSHEET

WATERWAY ASSISTANCE PROGRAM FY 2024

DIRECTIONS:

All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

*****Please keep your answers brief and do not change the pagination of Attachment E-4*****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.**
(The application may only be of **one** type based upon the predominant cost of the project elements.)

b) **Explain how the project fits this priority category.**

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to ____ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project relates to the ICW and the mission of the Navigation District.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) Describe how the project increases/improves boater/public access.
Estimate the amount of total public use.

- b) Discuss the regional and local public benefits provided by the project.
Can residents from other counties of the District reasonably access and use the project? Explain.

- c) Has the local Sponsor implemented or plans to implement any boating access, speed zone, commercial access or other restrictive use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS:

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

b) Briefly explain any unique aspects of this project that could influence the timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project including any cash match or matching grant funds.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

c) Are there any fees associated with the use of this facility? If so, please list or attach fee sheet.

d) If there are any fees, please explain where these fees go and what they are used for. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) Why is the project necessary and what need will it fill? Why are existing facilities insufficient to meet demand?

b) Clearly demonstrate how the project will continue to be maintained and funded after funding is completed.

c) Is this project referenced or incorporated in an existing maritime management, public access or comp plan?

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
EVALUATION WORKSHEET
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2024

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) Have all required environmental permits been applied for? (USACE, DEP and WMD)
If permits are NOT required, explain why not.

- b) If the project is a Phase I project, please provide a general cost estimate for the future Phase II work.

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

- a) **Has the design work been completed?**
If this is a Phase I project, has a preliminary design been developed?

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques and materials to be utilized for this project. Identify any unique construction materials that may significantly alter the project costs. If a Phase 1, elaborate on potential techniques.**

- b) **What is the design life of the proposed materials compared to other available materials?**

(For reviewer only)
(1-3 points)

10) ENVIRONMENTAL COMPONENTS:

a) How has the facility where the project is located demonstrated commitment to environmental compliance, sustainability, and stewardship?

b) What considerations, if any, have been made for sea level rise impacts in the design and life span of this project?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

Form No. 91-25A

Rule 66B-2.005 (Effective Date: 3-21-01, revised 4-24-06, 1-27-14)

WATERWAY ASSISTANCE PROGRAM FY 2024

7) THOROUGHNESS:

- a) Who is the primary target audience or user group for the project and how were they identified?
- b) How have the needs of the target audience been evaluated and met?
- c) How many people will the program serve on an annual basis? What will be the measurable results?

(For reviewer only)
(1-5 points)

- b) Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

- b) What previous projects of this nature have been completed by the program manager?**

(For reviewer only)

(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4C
EVALUATION WORKSHEET
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAY ASSISTANCE PROGRAM FY 2024

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW
ENFORCEMENT OR BOATING SAFETY PROJECT

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

8) EXPERIENCE & QUALIFICATIONS:

- a) List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

- b) Have the personnel participated in or received state marine law enforcement training?

(For reviewer only)
(1-2 points)

9) DELIVERABLES:

- a) Describe the anticipated, long-term measurable results of implementing this project.

- b) What is the range or area of coverage for this project? Please provide a map of the coverage area.

- c) Does the project fulfill a particular community need?

For reviewer only)
(1-4 points)

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

WATERWAY ASSISTANCE PROGRAM FY 2024

7) WATERWAY RELATIONSHIP:

- a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?
- b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.
- c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

- a) Will the project enhance public access to or from the waterways? Describe in brief detail.

- b) List the upstream publicly accessible facilities with improved access as a result of this project.

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

- a) Are there additional economic benefits to be realized by implementing this project?

- b) Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4E
EVALUATION WORKSHEET
BEACH RENOURISHMENT PROJECTS
WATERWAY ASSISTANCE PROGRAM FY 2024

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
BEACH RENOURISHMENT PROJECT

7) WATERWAY RELATIONSHIP:

- a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

- a) Is the project site defined as critically eroded area by a statewide beach management plan?
- b) Cite the quantifiable rate of erosion in this area.
- c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

9) PUBLIC BENEFITS:

- a) Are there quantifiable public benefits demonstrated by the project?
- b) Is there adequate public access to the project area?
Please describe location and amount.

(For reviewer only)
(1-2 points)

10) PROJECT FUNDING:

- a) Describe any assistance funding from other sources.

- b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1-2 points)

RATING POINT TOTAL: _____

Note:

The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.

ATTACHMENT E-4F
EVALUATION WORKSHEET
EMERGENCY RE-CONSTRUCTION

WATERWAY ASSISTANCE PROGRAM FY 2024

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

11. (EXTRA) STORM DAMAGE EVALUATION:

- a) **List the State of Emergency declaration order or proclamation & the name and date of the storm/event.**

- b) **Has this site/project previously received funding from FIND?**

- c) **Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.**

- d) **What is the current status of your FEMA paperwork for the project?**

(For reviewer only)
(0-3 points)

ATTACHMENT E-5
PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2024

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>

**TOTALS =	\$ 0.00	\$ 0.00	\$ 0.00
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ATTACHMENT E-6

PROJECT TIMELINE

WATERWAY ASSISTANCE PROGRAM FY 2024

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Date

Component

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2024

UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE _____ is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title _____

Total Estimated Cost \$ 0.00 _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of _____% of the
actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____
_____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the _____ at a legal meeting
(Agency Governing Board)
held on this _____ day of _____ 20____.

Attest

Signature

Title

Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2024

(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE (City or County) ATTORNEY
(ADDRESS)

(Date), 2024

To WHOME IT MAY CONCERN:

I, (Name), an the Attorney for the (City or County), Florida, I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the (City or County) conveying _____ (Type of interest, i.e.. Fee simple, easement, 30-year lease, etc.) in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the (City or County). Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "(Name of Property as Referenced in the WAP Application)".

I Certify that the (City or County) does in fact (Own, Lease, etc.) this property for _____ years.

Sincerely,

(Name)

Attorney, (City or County)



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE CITY
ADMINISTRATION TO APPLY FOR THE FY23 STAFFING FOR
ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

Request:

The Finance Department is requesting City Commission approval of a resolution authorizing the City Administration to apply for the FY21 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Background:

The City's call volume for fire rescue services has continually increased over the years and to ensure the highest level of service and lowest response times, the City Manager recommends adding one rescue unit with a full complement of staffing.

In accordance with the National Fire Protection Association (NFPA) Standards, a full complement of staffing is 4.3 personnel, comprised of nine (9) Firefighters and five (5) Lieutenants (supervisors).

The Federal Emergency Management Agency (FEMA) is accepting SAFER Grant applications of local fire departments for the purpose of providing funding to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide protection from fire and fire related hazards, and to fulfill traditional missions of fire departments.

The funding, if awarded, would be for thirty-six (36) months and will provide one hundred percent (100%) of the base salary and benefit costs of each position funded with no cash or in-kind match required by the City, except for the cost differential between an entry level Firefighter and Lieutenant positions.

Budgetary Impact

The Safer Grant will pay 100% of entry level firefighter salaries and benefits. Any salary/benefits differential for a position with a higher pay grade will be the City's responsibility.

Further, the City will be responsible for 100% of all salaries and benefits after the grant expires, at an estimated cost of approximately \$1.25 million annually.

Recommendation

The Finance Department recommends City Commission approval of the resolution authorizing the City Administration to apply for the FY23 SAFER Grant.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) “SAFER” GRANT TO COVER 2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE PERSONNEL COSTS; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE APPLICATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s call volume for Fire Rescue services has continually increased over the years and to ensure the highest level of service and lowest response times, the City Manager recommends adding one rescue unit with a full complement of staffing; and

WHEREAS, the National Fire Protection Association (NFPA) standards provide that a full complement of staffing is comprised of nine (9) firefighters and five (5) lieutenants (supervisors); and

WHEREAS, FEMA is accepting Fiscal Year 2023, Staffing For Adequate Fire And Emergency Response (“SAFER”) Grant applications of local fire departments for the purpose of providing funding to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide protection from fire and fire related hazards, and to fulfill traditional missions of fire departments; and

WHEREAS, the funding, if awarded, would be for thirty-six (36) months and provide one hundred percent (100%) of the base salary and benefit costs of each position funded with no cash or in-kind match required by the City; and

WHEREAS, the City of Dania Beach therefore desires to apply for a Fiscal Year 2023 SAFER Grant for five (5) firefighters.

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 a Fiscal Year 2023 FEMA SAFER Grant application is approved and the proper City officials are authorized to execute and submit the application.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the application as may be deemed necessary and proper for the best interests of the City.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: APPROVAL OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR RECEIVING FUNDS FOR THE YEAR 49 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE NORTHWEST OASIS NEIGHBORHOOD IMPROVEMENT PROJECT PHASE XVI

Request:

The Public Services Department (PSD) requests approval of a resolution authorizing the City's application for Year 49 Community Development Block Grant (CDBG) for the "Northwest Oasis Neighborhood Improvement Project Phase XVI."

Background:

Dania Beach is a non-entitlement city and must, per the CDBG requirements, apply for block grant funds through Broward County. CDBG funds are limited to Census areas that meet low to moderate household income requirements. For this application, the eligible area is Census Tract 805 Block Group 2, which encompasses the NW Byrd Point neighborhood.

This project will provide improvements in the right-of-way, including block pavers driveway aprons, swale improvements, decorative street and traffic signs, solar pedestrian lights, and other enhancements that the residents may suggest.

On March 28, 2023, a public hearing was held, and the City Commission authorized the application for Oasis neighborhood improvements in the Northwest neighborhood for the 49 Year CDBG project.

Broward County Housing Finance Division (Division) included the Year 49 Oasis Northwest Neighborhood Improvement Project Phase XVI in its U.S. Department of Housing and Urban Development Annual Action Plan in preparation for the 49th Year Community Development Block Grant Program.

Budgetary Impact

The CDBG grant funding will be appropriated within the Grant Fund and combined within a

fiscal year 2023-24 budget appropriation of Two Hundred Fifty Thousand Dollars (\$250,000.00) for design and construction of an Oasis Project, for a total combined project funding of Four Hundred Forty-Seven Thousand Three Hundred Seventy-Four Dollars(\$447,374.00).

Recommendation

PSD recommends the City Commission adopt a resolution authorizing the receipt of CDBG Funds for the Year 49 Northwest Oasis Neighborhood Improvement Project Phase XVI and proceed with the bidding process for the project.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE 49th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD COUNTY HOUSING FINANCE DIVISION FOR THE DIVISION TO PROVIDE AND ADMINISTER A GRANT IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$177,374.00), AND TO AUTHORIZE THE CITY’S PUBLIC SERVICES DEPARTMENT TO PROCEED WITH THE BID ADVERTISEMENT FOR THE CDBG YEAR 49, FOR THE NORTHWEST OASIS NEIGHBORHOOD IMPROVEMENT PROGRAM PROJECT PHASE XVI; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 28, 2023, the City Commission approved Resolution 2023-037 authorizing the City of Dania Beach (City) to submit the 49th Year CDBG application for the Oasis Northwest Neighborhood Improvement Project Phase XVI; and

WHEREAS, the Broward County Housing Finance Division (Division) included the Year 49 Oasis Northwest Neighborhood Improvement Project Phase XVI in its U.S. Department of Housing and Urban Development Annual Action Plan in preparation for the 49th Year Community Development Block Grant Program; and

WHEREAS, the City Administration supports the Oasis Northwest Neighborhood Improvement Project Phase XVI and aims to receive CDBG funding from the Division as described in the Agreement attached as “Exhibit A”, and the Agreement is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends that the City Commission authorize staff to proceed with the bidding process for the CDBG Year 49, Oasis Northwest Neighborhood Improvement Project Phase XVI.

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

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

Section 2. That the proper City officials are authorized to accept and execute a Community Development Block Grant Agreement on behalf of the City of Dania Beach, Florida

with the Division of Broward County in the amount of \$177,374.00 to provide funding for the CDBG Year 49, Oasis Northwest Neighborhood Improvement Project Phase XVI.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Agreement, including amendments extending the Agreement period, which are deemed necessary and proper and in the best interest of the City.

Section 4. That the CDBG grant funding will be appropriated within the Grant Fund and combined with a fiscal year 2023-24 budget appropriation of Two Hundred Fifty Thousand Dollars (\$250,000.00) for design and construction of an Oasis Project, for a total combined project funding for Four Hundred Forty Seven Thousand Three Hundred Seventy Four Dollars (\$447,374.00).

Section 5. That the City Commission authorizes staff to proceed with the Year 49 Oasis, Northwest Neighborhood Improvement Project Phase XVI competitive bidding.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
FUNDING AND ADMINISTRATION OF 49TH YEAR COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR NORTHWEST OASIS NEIGHBORHOOD
IMPROVEMENT PROJECT PHASE XVI (CFDA # 14.218 / FAIN # B-23-UC-12-0001)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Dania Beach, a municipal corporation of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On November 14, 2023 (Agenda Item No. 42), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of \$177,374 to fund the Northwest Oasis Neighborhood Improvement Project, Phase XVI, in City, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

D. The federal award information required by 2 C.F.R. Part 200.332(a) is set forth in Exhibit A to this Agreement.

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

ARTICLE 1. DEFINITIONS

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

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

1.3 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.4 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and

Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

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

1.6 **Contract Administrator** means the Director of the Housing Finance Division, or such other person designated by same in writing.

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

1.8 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.9 **HUD** means the United States Department of Housing and Urban Development.

1.10 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual, regardless of tier and including subconsultants, providing services to City for all or any portion of the Project.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Monthly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 City shall provide and implement Phase XVI of the Northwest Oasis Neighborhood Improvement Project in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for 24 C.F.R. Part 570.208(a)(1), Area Benefit Activities, and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement and/or may reallocate the remaining unexpended CDBG Funds under this Agreement in accordance with Section 4.10 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by Applicable Law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with monthly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Monthly Progress Reports"). The Monthly Progress Reports for each month must be submitted to County no later than the tenth (10th) calendar day of the following month, provided that, if such date is a Saturday, Sunday, or holiday, the Monthly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday.

3.4.4 In addition to the Monthly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

3.6 In the event City uses a Subcontractor to perform any design or construction activities for the Project, City shall comply with the following requirements:

3.6.1 City shall provide the Contract Administrator with a copy of all agreements and correspondence between City and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between City and the Subcontractor.

3.6.2 City's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. City's contracts for design professional services must require the Subcontractor to comply with the following requirements:

- a. Schematic Design. The Subcontractor must prepare and submit for approval by City schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). City must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to City a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all Applicable Law and requirements of governmental authorities applicable to the Project.
- b. Design Development. The Subcontractor shall prepare and submit for approval by City, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). City shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling,

economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;
2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.

- c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. City shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.

- 3.6.3 City's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of

the Project in accordance with all requirements and provisions of Applicable Law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

3.6.4 All plan and specifications prepared or to be used for the Project shall be certified and approved by City and submitted to County for approval as to scope prior to advertisement or implementation, as applicable.

3.7 At the conclusion of each design phase provided for in Section 3.6.2, City shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit E.

3.8 City must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). City shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project. City shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.

3.9 City shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.

3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.

3.11 ☒ **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to County's approval of the final reimbursement payment to City under this Agreement.

3.12 If City is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of City, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total CDBG Funds for the Project. It shall be City's responsibility to notify County promptly in writing whenever City is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.

3.13 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of

weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station.

3.14 City shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated to allow for on-site inspections to be conducted by County.

3.15 City shall meet or exceed the standards described in Exhibit A, and all Applicable Law, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to City under this Agreement shall be One Hundred Seventy Seven Thousand and Three Hundred and Seventy Four Dollars (\$177,374). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.

4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E and any such pertinent documentation requested by County, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
- 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;

- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Monthly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion; and
- 4.3.8 For reimbursement of any retainage paid by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable);
 - (d) Copies of final certified plans and "as-built" drawings, if required under Section 3.11 of this Agreement;
 - (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;
 - (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
 - (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must comply with all applicable requirements, whether set forth in this Agreement or the Code. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Monthly Progress Reports, beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and

4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement, including, but not limited to funds unexpended due to a failure to meet the deadlines in accordance with Section 3.3 or failure to comply with any other terms of this Agreement, may be reallocated by County to other CDBG Program projects approved for funding by the Board.

4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.

4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) City's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified

Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by any breach of this Agreement by City, or any negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that “Broward County” is listed and endorsed as an additional insured under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to all such broader coverages and higher limits on a primary coverage and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured and certificate holder under the Subcontractor's applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project unless and until all applicable requirements of this article are satisfied. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, at any time to review any and all insurance policies and to adjust the limits and types of coverage required under this article.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 In accordance with 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87, City certifies, to the best of its knowledge, that:

7.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form-LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

- 7.1.3 City shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144), Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, and Section 104(L) of Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. §5304), City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

- 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

- 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Verification of Employment Eligibility. City represents that City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

7.4 Prohibited Telecommunications Equipment. City represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City represents and certifies that City and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

7.5 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this

Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.6 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 24 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, disability, familial status, or national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.

8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.

- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 75, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, nor County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this

Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 requirements set forth in 24 C.F.R. Part 75, including the requirements of 24 C.F.R. Part 75.19, and shall include language applying such Section 3 requirements in any contracts or agreements for the Project.

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 If there is any construction, alteration or repair work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations

(24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(2), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, if any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

- 9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.
- 9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.
- 9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.

9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

If City is required to repay County any CDBG Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. If City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for

acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(a)(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2023 ("Effective Date") and shall end on September 30, 2024, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. If HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; (iii) City's failure to comply with Applicable Law, including the Rules and

Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424; (viii) if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes or is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to section 11.3 effective thirty (30) days after such notice was provided.

11.3 Termination for Convenience. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to City. City acknowledges that it has received good, valuable and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to City of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 If this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by

County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6 If this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all Documents and Work are provided to County pursuant to Section 12.1.

11.7. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by County due to City's failure to comply with any term(s) of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, documents, materials, data or other work created by City in connection with this performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights in or to the Documents and Work. if a copyright is claimed, City grants to County and the Federal Government a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so. use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County , including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. City and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with all Subcontractors, 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.

12.3 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and all Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City and all Subcontractors shall make same available in written form at no cost to County. City shall provide County with reasonable access to City's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

City and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least four (4) years after expiration or termination of this Agreement, or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and City expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(a)(7)(i). Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, City shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 4.13. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with all Subcontractors.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

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

12.8 Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Housing Finance Division
Attn: Ralph Stone, Director
110 N.E. 3rd Street, Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

FOR CITY:

City of Dania Beach

Attn: Ana M. Garcia, City Manager

100 West Dania Beach Boulevard

Dania Beach, Florida 33004

Email address: agarcia@daniabeachfl.gov

12.9 Assignment. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. .

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

12.11 Compliance with Laws. City and the Project must comply with all Applicable Law, including, without limitation, the Rules and Regulations of HUD and any related federal, state, or local laws, rules, and regulations, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

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

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

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

otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

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

12.17 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement, or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

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

12.19 Payable Interest.

12.19.1 Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for any interest to City for any reason, whether as prejudgment interest or for any other purpose, and City waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.19.2 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 full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate

this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

12.25 Use of County Name or Logo. City shall not use County's name or logo in any marketing or publicity materials without prior written consent from the Contract Administrator.

12.26 Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, City certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27 Entities of Foreign Concern. The provisions of this section apply only if City or any Subcontractor will have access to an individual's personal identifying information under this Agreement. City represents and certifies: (i) City is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in City; and (iii) City is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, City and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 4.3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of November, 2023 (Agenda Item No. 42), and City of Dania Beach, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

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

By: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

KDR/sr
49th Yr CDBG – Capital – Dania Beach Northwest Oasis Neighborhood Improvement
2/26/2024

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
FUNDING AND ADMINISTRATION OF 49TH YEAR COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR NORTHWEST OASIS NEIGHBORHOOD
IMPROVEMENT PROJECT PHASE XVI (CFDA # 14.218 / FAIN # B-23-UC-12-0001)**

CITY

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2023-2024 (49th Year)

Project Name: Northwest Oasis Neighborhood Improvement Project (Phase 16)
City of Dania Beach

CDBG Fund Allocation: \$177,374

Project Description:

CDBG Funds in the amount of One Hundred and Seventy-Seven Thousand, Three Hundred and Seventy-Four (\$177,374) Dollars shall be used as a beautification and safety initiative in the City of Dania Beach.

The proposed initiative is the Northwest Oasis Neighborhood Improvement Project (Phase 16). Oasis is a citywide beautification and safety initiative that includes decorative paver aprons and parking areas in the right-of-way, decorative street and traffic signs, new and replacement sidewalks, curbing, and ADA crosswalks with ramps. Other Oasis improvements include mailboxes, pedestrian lighting, and street lighting.

Specific estimates for improvements during Phase 16 of the Project include: up to 400 feet of sidewalk, 6 ADA ramps, 13,000 feet of pavers, new signage in public right-of-ways, and other improvements solicited from the residents.

The Project is in the CDBG Target Area in Census Tracts 805 – Block Group 2.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(1), Area Benefit Activities

Federal Award Identification Information as required by 2 C.F.R. Part 200.332(a)

Subrecipient name: City of Dania Beach

Subrecipient Unique Entity Identifier: 098525728

Federal Award Identification Number (FAIN): B-23-UC-12-0001

Federal Award Date: November 16, 2023

Subaward Period of Performance Start and End Date: See timeline in Exhibit C

Subaward Budget Period Start and End Date: See timeline in Exhibit C

Amount of Federal Funds Obligated by this action by County to Subrecipient: See Exhibit B

Total Amount of Federal Funds Obligated to Subrecipient by County, including the current financial obligation: \$177,374; Amount includes only federal funds from County's fiscal year 2023-2024 Annual Action Plan.

Total Amount of the Federal Award committed to Subrecipient by County: See Exhibit B

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): See Exhibit A for project description.

Name of Federal Awarding Agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency: United States Department of Housing and Urban Development

Pass-through Entity: Broward County

Contact Information for awarding official of the pass-through entity: See Section 12.8 of this Agreement.

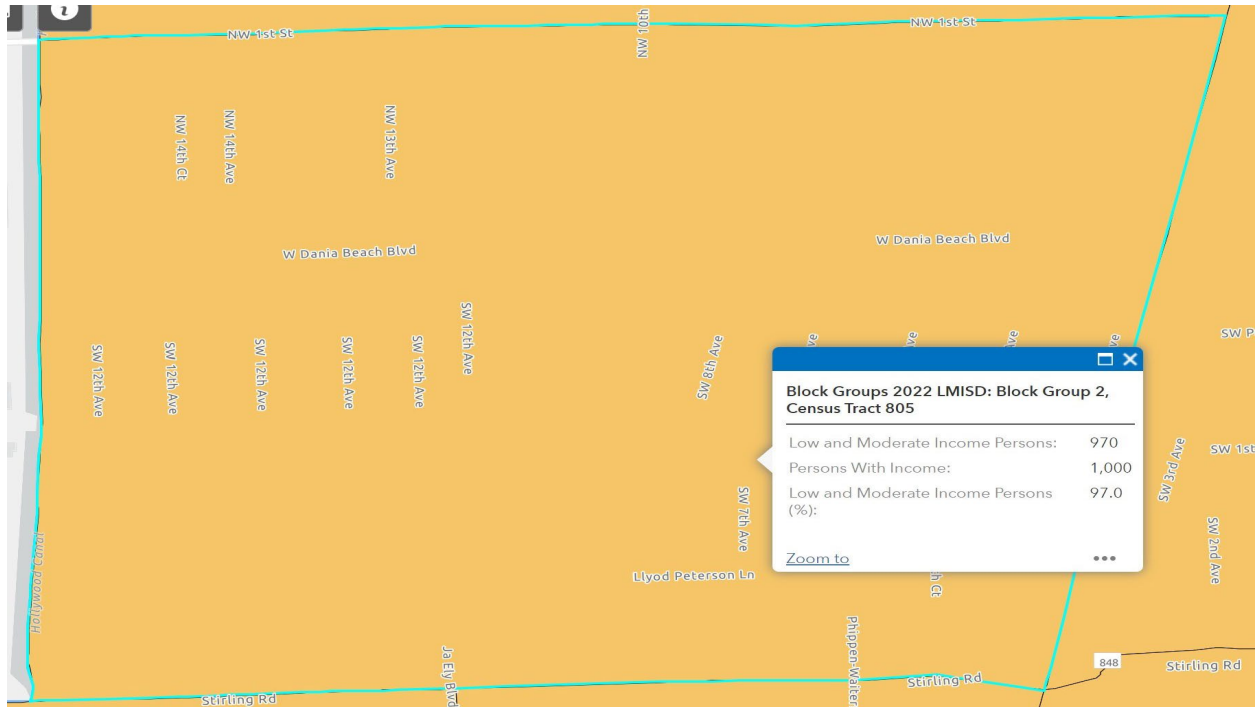
Assistance Listings number and Title: CFDA 14.218 – Community Development Grants/Entitlement Grants; The dollar amount made available under each Federal Award and CFDA at time of disbursement: For amount see Exhibit B – CFDA 14.218

Identification of whether the award is R&D: No

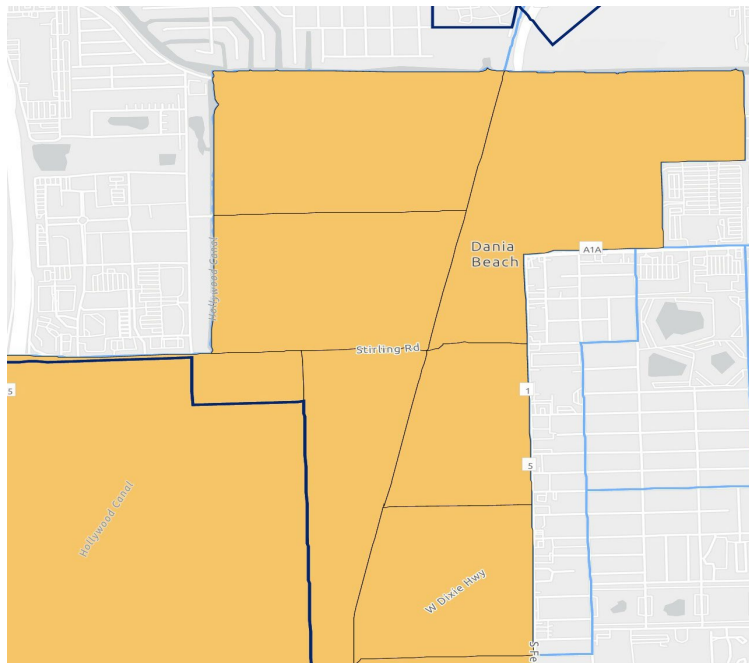
Indirect cost rate for the Federal award: N/A

ATTACHMENT 1 to EXHIBIT A

Project Area and Census Tract Info from most current web site data



Project Area is Census Tract 805 Block Group 2



Project Area



Oasis Neighborhood Improvements: 3 streets between SW 1st Street and West Dania Beach Blvd: SW 5th Street, SW 6th Street, and SW 5th Street.

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
	Cost Category	(1) CDBG	(2) City	(3) Other	Total
A.	Personnel				\$ -
	Fringe Benefits				
B.	Travel				\$ -
C.	Equipment				\$ -
D.	Supplies				\$ -
E.	Contractual Services		\$ 75,000.00		\$ 75,000.00
F.	Construction	\$ 177,374.00	\$ 75,000.00		\$ 252,374.00
G.	Other				\$ -
H.	Total	\$ 177,374.00	\$ 150,000.00	\$ -	\$ 327,374.00

BUDGET NARRATIVE

The Budget Narrative statements below provides a justification for each cost category shown in the budget table for CDBG and Non-CDBG Funds utilized in financing the Project.

CDBG Funds: \$177,374

Construction to include the following specific estimates for improvements: up to 400 ft of sidewalk, 6 ADA ramps, 13,000 feet of pavers, new signage in public right-of-ways, and other improvements solicited from the residents.

Non-CDBG Funds: \$150,000 local funding to cover total project cost: \$75,000 for design and \$75,000 for construction.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General

information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share

distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	07/01/2023	10/31/2023
Advertise, Bidding, and Pre-Bid Meeting	11/01/2023	11/31/2023
Bid Opening, Selection, and Award	12/01/2023	01/31/2024
Construction Contract Execution, Pre-construction Meeting, and Construction	02/01/2024	07/31/2024
Punch list Items	08/01/2024	08/31/2024
Completion of Construction	09/01/2024	09/30/2024
Quarterly Reports and Final Report	09/01/2024	09/30/2024

EXHIBIT D

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	City of Dania Beach
Person Preparing the Report	
Job Title	
Signature	
Project Name	Northwest Oasis Neighborhood Improvement Project (Phase 16)
Project Start-Up Date	July 1, 2023
Project Completion Date	September 30, 2024
Amended Completion Date (if applicable)	

B.1 Project Cost

	Total Project Costs	Expenditures up to Last Billing	Expenditures this Report/Billing	Funds Expended To Date	Percentage
Total Project	\$ 327,374.00			\$ -	0%
City (In-kind)	\$ 150,000.00		\$ -	\$ -	0%
CDBG Funds	\$ 177,374.00		\$ -	\$ -	0%
Other Funding (Specify source	\$ -	\$ -	\$ -	\$ -	0%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding: _____

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks and status completed this quarter:

Work Tasks	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from the Housing Finance Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

EXHIBIT "D"												
Direct Benefit Form Public Service												
Accomplishments												
Accomplishment Type			Proposed Unit	Actual Units	Cumulative Units							
1 - People (General)												
Direct Benefit Data by Persons												
Race/Ethnicity												
Race	Total Numbers Served Last Reporting Period	Hispanic/Latino (Last Reporting Period)	Total Number Served This Reporting Period	Hispanic/Latino (This Reporting Period)	Total Number Served (to Date)	Cumulative Hispanic/Latino (to date)						
Totals												
Income Levels												
		Last Reporting Period	This Reporting Period	Cumulative Total								
Extremely Low (30%/or Below AMI)												
Low (31%/50% AMI)												
Moderate (51%-80% AMI)												
Non-Low/Moderate (Above 80% AMI)												
Totals												
Percent Low/Mod												
Public Services (cumulative)												
Total Households Assisted:												
Of the Total Households, Number of:												
			Number of Households									
With New or Continuing Access to a Service or Benefit*												
With Improved Access to a Service or Benefit**												
Receive a Service or Benefit that is No Longer Substandard												
Total												
*Beneficiaries that without these funds would not be able to access or combine the benefit or are receiving a new benefit (new beneficiaries)												
**Beneficiaries that have improved access to service or benefit (Example: rehabilitation of a community center for the elderly or severely disabled person to enable them to live independetly.												

D. Program Objectives

* Work Tasks	Projected Yearly Total/ Performance	Monthly Progress Reports	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Drawings, plans, Bid Specs
Advertise, Bidding, and Pre-Bid Meeting	2			Bid Advertisement (Sun Sentinel), Pre-bid Meeting Sign in Sheet, etc.
Bid Opening, Selection, and Award	2			Bid Tabulation, Request to BC-HFD to approve award of selected/recommended contractor
Construction Contract Execution, Pre-Construction Meeting, Construction	3			Board Resolution (If applicable), Copy of Contract, pre-construction Meeting/sign in sheet(s), Notice to Proceed
Punch List Items	1			Final Punch out list (task(s) that must be completed before project closeout).
Completion of Construction	1			Final AIA, Letter of Completion, Lien Releases, Cancelled Checks and/or Bank Ledger, Final Inspection, Final Release of Lien Request for Reimbursement
Monthly Reports and Final Report	12			Monthly Reports (Exhibit "D")

*** Work Tasks as listed in the Exhibit C (Project Timeline) of the Agreement.**

EXHIBIT E

REQUEST FOR PAYMENT

Community Development Block Grant Program 49th Year Program

Contract Period: October 1, 2023 to September 30, 2024

1. Project Name:					
2. Organization:		Telephone Number:			
3. Billing Number:					
4. Billing Period Covered:					
5. % of Total Contract, Expended through this Billing:					
6. Cost Categories	Total Project Budget (CDBG Grant Costs ONLY)	Expenditures up to last billing	Expenditures This Billing	Expenditures To Date	Percentage
A. Project Costs	\$ -				
Salary and Fringes				\$ -	0%
Contractual				\$ -	0%
Supplies/Equipment				\$ -	0%
Travel				\$ -	0%
Other				\$ -	0%
Total Expenditures		\$ -	\$ -	\$ -	0%
Funds Obligated: (By Funding Agreement)					
Balance		\$ -		\$ -	100%
B. In-Kind				\$ -	0%

7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount
Total Request for Reimbursement \$ _____			

8. Certification:

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Project Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD ITB NO. 23-023 “BUILDING DEPARTMENT RENOVATION” PROJECT AND AMEND THE BUILDING FUND BUDGET APPROPRIATIONS

Request:

The Community Development Department requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 23-023 “Building Department Renovation” Project to S3S Construction, Inc. in an amount not to exceed \$1,250,393.

Background:

The Community Development Department engaged Craven Thompson and Associates to provide engineering and design services, survey, permitting, and bidding support during construction for the Building Department Renovation Project.

On November 8, 2023, the City issued an Invitation to bid (“ITB”) No. 2023-023 for “Building Department Renovation Project” and on October 2, 2023, the City received eleven (11) response to ITB No. 2023-023, shown below:

1. ABS General Contractors Inc.	\$1,056,001.10
2. Persons Services Corp.	\$1,125,370.00
3. S3S Construction Inc.	\$1,250,393.00
4. Calliste Construction	\$1,276,704.00
5. TechGroupOne Inc.	\$1,304,702.49
6. Cosugas LLC	\$1,310,000.00
7. Vercetti Enterprises	\$1,355,071.00
8. Bejar Construction Inc.	\$1,383,432.00
9. West Construction Inc.	\$1,387,249.00
10. B.A.C. Consulting LLC	\$1,416,359.00
11. Conengineers Builders LLC	\$1,447,167.52

The Bid Selection Committee, consisting of the Community Development Director, Craven

Thomson & Associates and the city's Procurement Administrator, met on February 20, 2024 to review the bid responses. The committee endorsed the recommendation to select SES Construction Inc as the most responsive and responsible bidder based on their proposal and our personal experience with them as they recently completed the renovations of the West Wing located at City Hall.

Budgetary Impact

The original project budget of Five Hundred Thousand Dollars (\$500,000.00) in the Facilities Maintenance Fund, plus additional funding in the amount of Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Three Dollars (\$825,393.00) from the Building Permit Fund, shall be transferred to the Capital Projects Fund to provide total project funding in the amount of One Million Three Hundred Twenty-Five Thousand Three Hundred Ninety-Three Dollars (\$1,325,393.00), which budget amendment is attached as Exhibit "A" of this Resolution.

Recommendation

Community Development recommends the City Commission adopt a resolution to award ITB-23-023 "Building Department Renovation" project to S3S Construction Inc. in the amount not to exceed \$1250,393.00 and amend the Building Fund and Facilities Maintenance Fund total budget appropriations.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-023 “BUILDING DEPARTMENT RENOVATION PROJECT” TO S3S CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FIFTY THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$1,250,393.00) AND TO AMEND THE BUILDING FUND AND FACILITIES MAINTENANCE FUND TOTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department engaged Craven Thompson and Associates to provide engineering services to design, survey, permit, bidding support, and design services during construction for the Building Department Renovation Project; and

WHEREAS, on November 8, 2023, the City issued an Invitation to bid (“ITB”) No. 2023-023 for “Building Department Renovation Project”; and

WHEREAS, on October 2, 2023, the City received eleven (11) responses to ITB No. 2023-023, shown below:

1. ABS General Contractors Inc.	\$1,056,001.10
2. B.A.C. Consulting LLC	\$1,416,359.00
3. Bejar Construction Inc.	\$1,383,432.00
4. Caliste Construction	\$1,276,704.00
5. Conengineers Builders LLC	\$1,447,167.52
6. Cosugas LLC	\$1,310,000.00
7. Persons Services Corp.	\$1,125,370.00
8. S3S Construction Inc.	\$1,250,393.00
9. TechGroupOne Inc.	\$1,304,702.49
10. Vercetti Enterprises	\$1,355,071.00
11. West Construction Inc.	\$1,387,249.20; and

WHEREAS, the Bid Committee, consisting of the Community Development Director and Procurement Administrator, reviewed the bid responses, which were further reviewed by Craven Thompson and Associates, and selected S3S Construction Inc. (S3S) as the most qualified responsive bidder; and

WHEREAS, the bid from S3S exceeds the project budget of Five Hundred Thousand Dollars (\$500,000.00) currently available within the Facilities Maintenance Fund, necessitating a budget amendment appropriating additional funding from the Building Permit Fund to cover the contract cost plus a contingency amount of Seventy Five Thousand Dollars (\$75,000.00) to cover unforeseen contract change orders; and

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

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with S3S for the Building Department Renovation Project in an amount not to exceed One Million Two Hundred Fifty Thousand Three Hundred Ninety-Three Dollars (\$1,250,393.00).

Section 3. That upon adoption of this Resolution, the project budget of Five Hundred Thousand Dollars (\$500,000.00) in the Facilities Maintenance Fund, plus additional funding in the amount of Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Three Dollars (\$825,393.00) from the Building Permit Fund, shall be transferred to the Capital Projects Fund to provide total project funding in the amount of One Million Three Hundred Twenty-Five Thousand Three Hundred Ninety-Three Dollars (\$1,325,393.00), which budget amendment is attached as Exhibit “A” and is made a part of and incorporated into this Resolution by this reference.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION:

Commissioner Joyce Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen

Mayor Archibald J. Ryan IV

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Exhibit A
Budget Amendment Detail

Facilities Maintenance Fund (505)

Sources

Appropriated Fund Balance	+ \$ 300,000.00
Total Appropriations	+ \$ 300,000.00

Uses

Transfer to Capital Projects Fund	+ \$ 500,000.00
Capital Improvements	- \$ 200,000.00
Total Expenditures	+ \$ 300,000.00

Building Permit Fund (107)

Sources

Appropriated Fund Balance	+ \$ 825,393.00
Total Appropriations	+ \$ 825,393.00

Uses

Transfer to Capital Projects Fund	+ \$ 825,393.00
Total Expenditures	+ \$ 825,393.00

Capital Projects Fund (301)

Sources

Transfer from Facilities Maintenance Fund	+ \$ 500,000.00
Transfer from Building Permit Fund	+ \$ 825,393.00
Total Appropriations	+ \$ 1,325,393.00

Uses

Capital Improvements	+ \$ 1,325,393.00
Total Expenditures	+ \$ 1,325,393.00



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD ITB NO. ITB 23-010 “REHABILITATION OF LIFT STATIONS 1, 2 AND 3 (RE-BID)”

Request:

The Public Services Department (PSD) requests the adoption of the attached resolution authorizing the award of the Invitation to Bid (ITB) No. 23-010 “Rehabilitation of Lift Stations 1, 2 and 3 (Re-Bid)” to David Mancini & Sons, Inc.

Background:

The City issued an Invitation to Bid (“ITB”) No. 22-026 for the “Rehabilitation of Lift Stations 1,2 and 3” Project. Two responses were received, Southern Underground Industries, Inc. (Southern) in the amount of \$4,821,520.00 and TLC Diversified, Inc. (TLCD) in the amount of \$15,380,950.00. The bid was awarded to Southern; however, they failed to provide the performance bond required by the contract. The City then terminated the agreement and authorized a re-bid for the “Rehabilitation of Lift Stations 1,2 and 3” Project. The project was re-issued under ITB 23-010 - “Rehabilitation of Lift Stations 1,2, and 3 (Re-Bid)”, with bids being opened publicly on July 24, 2023, as one (1) response was received, see below:

David Mancini and Sons, Inc.	\$9,774,595.00
------------------------------	----------------

The Bid Selection Committee, consisting of the Deputy Public Services Director/City Engineer, the Project Manager, and the CIP and Grants Administrator, endorsed the recommendation by the consulting project engineer to select David Mancini and Sons, Inc. as the responsive and most responsible bidder.

Budgetary Impact

The Hazard Mitigation Grant Program funds will be appropriated to the Hazardous Mitigation Lift Stations Infrastructure other than Buildings Account No. 402-35-28-535-63-10 in the amount of \$7,432,705.88. In addition, the 25 percent balance required in the amount of \$2,341,889.12 may be waived through the FEMA Global Match Program for the Southeast Drainage Retrofit Project.

Recommendation

PSD recommends the City Commission adopt a resolution to award Bid ITB-23-010 “Rehabilitation of Lift Stations 1,2, and 3 (Re-Bid)” Project to David Mancini & Sons, Inc. for an amount not to exceed \$9,774,595.00.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 23-010, ENTITLED “REHABILITATION OF LIFT STATIONS 1,2 AND 3 (RE-BID)” PROJECT TO DAVID MANCINI AND SONS, INC., IN AN AMOUNT NOT TO EXCEED NINE MILLION SEVEN HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS (\$9,774,595.00) PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City issued an Invitation to Bid (“ITB”) No. 22-026 for the Rehabilitation of Lift Stations 1, 2 and 3 Project and on August 31, 2022, the City received two (2) responses: Southern Underground Industries, Inc. (\$4,821,520.00); and TLC Diversified, Inc. (\$15,380,950.00); and

WHEREAS, on October 25, 2022, ITB No. 2022-026 was awarded to Southern Underground Industries, Inc. (Southern) and authorized City officials to execute an agreement with Southern in the amount of \$4,821,520.00; and

WHEREAS, the contractor violated the agreement by failing to provide a performance bond with there was no expectation of the violation being remedied; and

WHEREAS, the City Commission adopted Resolution No. 2023-049 to terminate the agreement with Southern and authorized the re-issue of the ITB for the “Rehabilitation of Lift Stations 1, 2 and 3” Project; and

WHEREAS, the City issued ITB No. 2023-010 for the “Rehabilitation of Lift Stations 1, 2 and 3 (Re-Bid)”; and

WHEREAS, the City received one response to ITB No. 2023-010 as shown below:

1. David Mancini and Sons Inc. \$9,774,595.000; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of David Mancini and Sons Inc. as the lowest and most qualified.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with David Mancini and Sons Inc. for the Rehabilitation of Lift Stations 1, 2, and 3(Re-Bid) Project in an amount not to exceed Nine Million Seven Hundred Seventy-Four Thousand Five Hundred Ninety-Five Dollars (\$9,774,595.00)

Section 3. That Hazard Mitigation Grant Program funds will be appropriated to Hazardous Mitigation Lift Stations Infrastructure other than Buildings Account No. 402-35-28-535-63-10 in the amount of \$7,432,705.88. In addition, the 25 percent balance required in the amount of \$2,341,889.12 is likely to be waived through the FEMA Global Match program for the Southeast Drainage Retrofit Project.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD INVITATION TO BID NO. 2023-025
"HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE"

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Invitation to Bid (ITB) No. 2023-025 "Historic Restoration of the Nyberg-Swanson House" to Persons Services Corp.

Background:

Nyberg-Swanson House is designated a historic property by the City of Dania Beach and listed on the National Register of Historic Places. The property is scheduled for restoration to its original condition and will also include improvements to its mechanical and plumbing systems. The restoration project consists of structural repairs, new insulation, a new air conditioning system, repair of the existing plumbing system, and painting. The project was advertised in the Sun-Sentinel on December 5, 2023, and was also made available on the City's website and Demand-Star. On January 18, 2024, the bids were opened in a public forum. The City received two submissions from the following bidders, along with their proposed pricing:

Encop, Inc.	\$449,927.00
Persons Services Corp	\$1,194,410.28

The Bid Committee, comprised of the CIP and Grants Administrator Colin Donnelly, Project Manager John Quintero, and Project Manager Sean Schutten, conducted a thorough review of all submissions. Based on the bid evaluation, pricing, reference checks, as well as the consultant's (Bender and Associates Architects) input, the Committee selected Persons Services Corp. as the most responsive and responsible bidder. The Bid Committee agreed to move forward with the selection of the Persons Services Corp. The lowest bidder was not selected because the proposed construction cost was determined to be insufficient to complete the restoration fully and properly.

Budgetary Impact

The proposed contract with Persons Services Corp will cost \$1,194,410.28. Funding for this

contract will be appropriated from the Capital Projects Fund/Infrastructure Improvements other than Bldgs. Account No. 301-18-12-519-63-10.

That the total available budget for the project is One Million Three Hundred Fifteen Thousand Seven Hundred Thirty-Nine Dollars (\$1,315,739), which includes a 3% contingency provided for in the bid proposal, plus an additional 12%, for a total project contingency of 15%.

Recommendation

PSD recommends approval to award ITB No. 2023-025 “Historic Restoration of the Nyberg-Swanson House” to Persons Services Corp.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, AUTHORIZING THE AWARD OF INVITATION TO BID NO. 23-025 “HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE” TO PERSONS SERVICES CORP. FOR HISTORIC RESTORATION AND REPAIRS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Nyberg-Swanson House is a designated historic property and listed on the National Register of Historic Places; and

WHEREAS, the property is scheduled for a restoration to its original condition or better;

and

WHEREAS, the restoration project consists of structural repairs, new insulation, a new AC system, repair of the existing plumbing system, and painting; and

WHEREAS, the City advertised Invitation to Bid No. 23-025 “Historic Restoration of the Nyberg-Swanson House” in Sun- Sentinel and On Demand Star and received the below responses:

- Encop Inc. \$449,927.00
- Persons Services Corp \$1,194,410.28; and

WHEREAS, The Bid Committee, comprised of CIP and Grants Administrator Colin Donnelly, Project Manager John Quintero, and Project Manager Sean Schutten, conducted a thorough review of all submissions, and

WHEREAS, based on the Committee’s review and input from the City’s consultant, Bender and Associates Architects, Persons Services Corp. was selected; and

WHEREAS, the Bid Committee agreed that the lowest bidder should not be accepted due to the fact that their proposed construction costs were not sufficient to complete the restoration properly.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Persons Services Corp for historic restoration of the Nyberg-Swanson House, in accordance with the itemized schedule of costs, a copy of which is attached as Exhibit “A” and made a part of and incorporated into this Resolution by this reference.

Section 3. The funding for this installation is appropriate and available within the Capital Projects Fund/Infrastructure other than Bldgs. Account No. 301-18-12-519-63-10.

Section 4. That the total available budget for the project is One Million Three Hundred Fifteen Thousand Seven Hundred Thirty Nine Dollars (\$1,315,793), which includes a 3% contingency provided for in the bid proposal, plus an additional 12%, for a total project contingency 15%.

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

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

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Persons Services Corp. (“Contractor”), a Florida corporation with a mailing address of 1835 S. Perimeter Road, Suite 175, Fort Lauderdale, Florida 33309, with a contact email for Paul Stevens at pstevens@personsservices.com.

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

1. Definitions.

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: 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 such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions. **“Force majeure” does not include where the City’s actions or inactions or lack of compliance with the Agreement delay the Contractor.**

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin,

or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 23-025 entitled “Historic Restoration of the Nyberg-Swanson House”, which ITB is incorporated by this reference into this Agreement as Exhibit “A”. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s response as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

4.1 Code Related Inspections. The Contractor recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach’s Engineering Department, that is charged with the inspection of improvements to real property for code compliance. The Contractor agrees that it will not assert, as a City caused delay, or as a defense of any delay on the part of the Contractor, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department’s refusal to accept any portion of the Contractor's Work. If it is ultimately determined by the Architect and City that such delay was not the result of Contractor's failure to comply with the Agreement Documents, the Contractor may be entitled to make a claim for extension of Agreement Time only as its exclusive remedy, in accordance with the terms of the Agreement.

4.2 Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by City. Contractor shall not allow its employees to engage in any commercial activities on the site.

4.3 Cooperation With Others. City and other contractors may be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the City, City's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. City may require that certain facilities be used concurrently by Contractor and other parties, and Contractor shall comply with such requirements. The City shall provide for coordination of the activities of the City's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate and participate with other separate contractors and the City in reviewing their construction schedules.

4.3 The below listed documents are to be used by the Contractor and City during the administration of this Agreement. Additional administrative forms may supplement this list upon written notice by the City (or City's Project representative). City reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-K and provide to City monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Contractor's Daily Report
- K. Substitution Report

4.4 Contractor shall provide and maintain all utilities in work areas to meet the requirements of the Agreement. Such utilities shall be furnished by the Contractor and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

4.5 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement. The City will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

4.6 Coordination And Correlation Of Drawings And Specifications. The Contractor represents that the Contractor, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Agreement Documents provided by the City or Design Consultants.

4.7 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have relating to interpretation or clarification of this Agreement or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within thirty (30) days of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than **one hundred fifty (150) calendar days** and Final Completion of the entire Work not later than **one hundred eighty (180) calendar days** or, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

5.3 Term. The term of this Agreement shall be through and including **December 31, 2024**, or completion of the Services, whichever date is sooner.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed fee of One Million One Hundred Ninety Four Thousand Four Hundred Ten Dollars and Twenty Eight cents (\$1,194,410.28) based on the tasks and associated fees attached as Exhibit “B” and incorporated into the Agreement by this reference

6.2 No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

6.3 The Agreement Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Agreement Documents.

6.4 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Sum shall be determined in one of the following ways at the City's option:

(A) Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

6.5 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

6.6 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

6.7 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

6.8 Any additional information as required in Section 215.97, Florida Statutes.

6.9 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

6.10 Contractor shall submit its invoices in the format and with supporting documentation as may be required by City

7. Billing Procedure.

7.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Community Development Department
Attn: Fernando Rodriguez, Director, Public Services Department
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

7.2.1 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

7.3 As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Agreement amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Agreement. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

7.4 Based upon Applications for Payment submitted to the City by the Contractor and Certifications of Payment issued by the City, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided below, elsewhere in the Agreement Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

7.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(A) Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Agreement Documents. The Schedule of Values shall allocate the entire Agreement Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This Schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(B) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7.6 Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement.

(B) Ten percent (10 %) of monies earned by the Contractor shall be retained by City until Final Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. After fifty percent (50%) of the Work has been completed, Contractor may request that the Agreement Administrator reduce the retainage to five (5%) percent of all monies previously earned and all monies earned thereafter, and City shall grant such request, provided that there are no pending claims by the City for delay or otherwise, and provided further that there are no pending third party claims against the City as a result of the Work, including claims for non-payment by Contractor's lower-tiered subcontractors and suppliers ("Claims"). At any time thereafter, Agreement Administrator may increase retainage back to ten percent (10%) of all monies previously earned and all monies earned thereafter, if in the sole discretion of the Agreement Administrator, such increase is necessary to protect the City from any Claims, and such retainage may be deducted from any monies then due or that is to become due the Contractor. After ninety (90%) percent of the Work has been completed, and provided that there are no pending Claims, the Agreement Administrator may reduce the retainage to two and one-half (2-1/2%) percent of all monies previously earned, and all monies earned thereafter. Subsequent to Final Completion and prior to Final Payment, Agreement Administrator may reduce retainage to a nominal amount at the sole discretion of the Agreement Administrator. Any reduction in retainage shall be in the sole discretion of the Agreement Administrator, and Contractor shall have no entitlement to a reduction. City shall hold retainage in the amount of two and one-half percent (2-1/2%) or such reduced amount as applicable, until the expiration of any applicable warranty period(s) to ensure completion of Contractor's warranty obligations and maintenance of all required insurance coverages during the warranty period(s). Any interest earned on retainage shall accrue solely to the benefit of City.

(C) City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective Contractor or Subcontractor Work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
- (3) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- (4) Damage to another subcontractor not remedied.
- (5) Failure of Contractor to provide any and all documents required by the Agreement Documents.

7.7 Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the City, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

8. Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

- (A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter.
- (B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;
- (C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and
- (D) a Consent of Surety, if any, for final payment.

9. Payment and Performance Bond. The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB, attached as Exhibit B. The executed Bonds shall be attached to this Agreement as Exhibit C.

10. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

11. Florida Trench Safety Act. The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

12. Trash. Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

13. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

(A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

(B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.

(C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.

(D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15. Warranty. The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Agreement Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

16. Construction Quality. Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Permitted Plans; (ii) Comply with the terms and provisions of this Agreement; and (iii) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities.

16.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

16.3 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.
- (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or

"record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.

- (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.

- (i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

- (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
- (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
- (J) Certificates of Final Completion. After Contractor completes the Work, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

16.4 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the

cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

16.5 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or suppliers before execution of this Agreement, unless that understanding, or representation is expressly stated in this Agreement.

16.6 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

16.7 Warranty. Unless otherwise provided elsewhere in the Agreement, all materials and equipment incorporated into any Work covered by the Agreement shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to City. Unless otherwise provided in the Agreement, Contractor warrants all equipment, materials, and labor furnished or performed under this Agreement, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Agreement in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Agreement, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Even in the event that the City assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

16.8 Upon receipt of written notice from City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to City in compliance with the Agreement Documents, at its expense.

16.9 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from City specifying the defects, City may perform or cause to be performed the same, at Contractor's sole cost and expense.

16.10 Contractor shall perform such tests as City may require verifying that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor. However, if such testing determines that the Work is not defective, than City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.11 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 16.

16.12 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

16.13 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

16.14 Ingress/Egress. Contractor's access to the Work area will be permitted only through approaches that will be designated by City, and then only in such manner that Contractor's traffic will not interfere with City's operations and Merchants/Tenants adjacent to the activity area(s). Contractor shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Contractor shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

16.15 Preconstruction Conference. As soon as practicable after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

16.16 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

16.17 Delivery, Unloading And Storage Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Agreement. The storage facilities, methods of storing and security provisions shall meet City's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

16.18 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

16.19 Plant, Equipment And Facilities. Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Agreement and within the time or times specified in the Agreement. Before proceeding with any Agreement Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish City such information and drawings relative to such equipment, plant facilities as City may request.

16.20 Upon written order of City, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

16.21 Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without City's written approval. Such approval shall not be unreasonably withheld.

16.22 Contractor-Furnished Materials, Equipment And Workmanship. Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by City to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Agreement Documents.

16.23 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

16.24 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.25 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

16.26 City will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Agreement. Review and approval of all items proposed by Contractor for incorporation into the Work will be by City. This function by City will apply both to approvals for the Agreement as initially signed, and to approvals for changes to Agreement by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise in this Agreement.

16.27 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for City's review and approval, supported by sufficient evidence of conformity with the Agreement Documents.

Substitutions. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in City's interest, and will in no way impact detrimentally upon the Project completion date and schedule. The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor prior to City's decision on such substitution. Contractor shall support its request with sufficient test data and other means to permit City to make a fair and

equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data, certificates, and additional information as may be required by the City for proposed substitute items.

16.28 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. City will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional seven (7) calendar days for City's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Contractor must order, purchase, or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

16.30 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

16.31 Field Layout Of Work All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Agreement Drawings or as approved by the City in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Contractor at Contractor's expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Agreement Drawings, the Contractor's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Agreement Drawings, location of property boundaries, stakes for all working points, lines and elevations. City shall provide surveys necessary for utility easements.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points,

property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Contractor, and all reference ties recorded therefor shall be furnished to the City. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

16.32 Contractor Furnished Drawings, Data And Samples. Review and permission to proceed by City as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the City for review. All correspondence from the Contractor to the City shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Agreement requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Agreement requirements, and it has been coordinated with all other submittals and Agreement Documents."

SIGN

DATE

16.33 Drawings. Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Agreement; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

16.34 Samples. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin. Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for City's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into

any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable. Samples that have been reviewed may, at Architect's and City's option, be returned to the Contractor for incorporation into the Work.

16.35 Catalogues, Data and Certificates. Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and City's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review. Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

16.36 Construction Schedule. Within ten (10) calendar days after the date of the City's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the City a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The City's initial approval for the purposes of this Section, and any other provisions in the Agreement Documents related to the Contractor's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable. The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

16.36.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.

- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
 - (k) Time Scaled Network Diagram.
 - (l) Bar Chart in the following formats:
 - (m) Sorted by activity.
 - (n) Sorted by total float.
 - (o) Sorted by early start.
 - (p) Precedence and Successor report.
 - (q) Narrative report.
 - (r) Computer diskette. (One copy)
 - (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

16.37 Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

16.38 The Contractor shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Contractor shall jointly develop with the Engineer and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final City occupancy.

16.39 The Contractor shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

16.40 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Agreement will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Agreement, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

16.41 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Agreement completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.

B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.

C. Reschedule the Work in conformance with the specification requirements.

16.42 Prior to proceeding with any of the above actions, the Contractor shall notify the City of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

16.43 Responsibility For Work Security Contractor shall, at its expense, at all times conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

16.44 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

16.45 Protection Of Existing Property Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

16.46 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which ensure the safety of persons on the jobsite and the general public. Unless otherwise specifically provided in the Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by City. Thereafter, and before it begins such Work, Contractor shall give due notice to City of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Contractor has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con

performance and thereafter, Contractor shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Contractor.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

16.47 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

16.48 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.49 Safety & Protection Of Persons & Property

16.49.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

16.49.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

16.49.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

16.49.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

16.49.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting

from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

16.49.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

16.50 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement. Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof from any cause within Contractor's reasonable control, except to the extent caused by City, its representatives, or contractors, or caused by natural disaster, criminal activity, flood, fire, or that is covered by any property or builder's risk insurance carried by the City.

16.51 Surface And Subsurface Water. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the City in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the City for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

16.52 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The

City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

16.53 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

16.54 Project Site Protection Contractor, at its expense, shall maintain such protection as provided in the subsection 16.49, entitled "Safety & Protection Of Persons & Property" in a satisfactory condition until removal is authorized by City. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to City. The Contractor will provide parking for its employees within the designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

16.55 Fire Prevention Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

16.56 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

16.57 Dust Control. The Contractor, for the duration of the Agreement, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by City will be permitted.

16.58 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

16.59 Air Pollution. The Contractor shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

16.60 Explosives & Hazardous Materials. Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the City immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the City. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Contractor or anyone for whom it is responsible, Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Agreement Documents, the City shall pay for the direct costs of remediation as approved beforehand by City, in writing, which shall be paid from the Contingency Fund.

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished, and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or

quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

If any material, equipment or workmanship is determined by City, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Agreement, City shall notify Contractor in writing that such material, equipment or work is rejected and the City reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Agreement.

16.63 Testing. Unless otherwise provided in the Agreement, Drawings and Specifications shop testing of materials or work shall be performed by the Contractor and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by City. Should tests in addition to those required by the Specifications be desired by City, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at City's expense unless such additional tests are required due to Contractor's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require City's testing services are required. Contractor shall be responsible for stand- by and other costs associated with the testing agency if that construction activity is delayed or canceled.

16.64 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

16.65 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$500.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete, or the items remain undelivered. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

17.2 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

17.3 Site Restoration: Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined

by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

17.4 Access: As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

17.6 The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the Notice to Proceed as issued by the City, subject to adjustments of this Agreement Time as provided in the Agreement Documents.

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

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

(A) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor or its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(B) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents. safety

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

(A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;

(B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;

(C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and

(D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

- (A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or
- (B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or
- (C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

20.2 Corrective Action Work means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

- (A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or
- (B) Comply with all applicable Environmental Requirements.

20.3 Environmental Indemnification. Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

20.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

- (A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.
- (B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.
- (C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.
- (D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.
- (E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

21. Insurance Requirements. The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for providing such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

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

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

GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- The City of Dania Beach, Florida" is to be added as a named "Additional Insured";
- Annual Aggregate shall apply "Per Job"

- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (-7 04);
- Contractor's Insurance shall be primary and non-contributory
- Waiver of Subrogation in favor of the City
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification);
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any Subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and Employers' Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

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

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

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

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

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

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

- A) “The City of Dania Beach” is added as a named “Additional Insured”;
- B) 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- C) Waiver of Subrogation.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

23. Public Records Law. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

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

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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

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

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

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

25. Section 119.0701(2)(a), Florida Statutes

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: ELORA RIERA, MMC
CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone number: 954-924-9800, Ext. 3623
Email: eriera@daniabeachfl.gov

26. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

27. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement for non-payment (except for those provisions in this agreement that specifically provide for withholding payment), failure to certify payment, delays of greater than 120 days not caused by Contractor, other material breaches by the City, and if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and
2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

28.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

- (1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;
- (2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;
- (3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
- (4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or
- (5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or
- (6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or
- (7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute

the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

(9) The commitment of any material breach of this Agreement by Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or

(10) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or

(11) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or

(12) Failure to maintain the insurance required by this Agreement.

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only

to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;

- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,
- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

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

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- (4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within 30 calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

31A. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;
- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and
- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

32. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and any Subcontractor) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to any Subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of “Force Majeure”). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party’s delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

35. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: Paul Stevens, Senior Vice President
Persons Services Corp.
1835 S. Perimeter Road, Suite 175
Fort Lauderdale, Florida 33309

36. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

37. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the Consultant,

with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Consultant shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Consultant believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Contractor expects

to take action; or 3) suggest a compromise. The Consultant may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands, and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

39. Venue; Fees.

39.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

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

40. 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.

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

42. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

43. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

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

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

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making

of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

48. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

49. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

50. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

51. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

52. Sovereign Immunity. Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;

B. Claims based upon negligence or any tort arising out of this Agreement;

C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;

D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

53. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

54. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

55. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor

shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend 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 claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated

into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Persons Services Corp., a
Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

Paul Stevens
PRINT Name

SIGNATURE

Vice President
Title

PRINT Name

Date: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2024 by Paul Stevens, Vice President of Persons Services Corp., a Florida corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Planning Manager
Jonathan Cady, Planner

SUBJECT: **SP-075-23/VA-090-23/VA-091-23:** The property owner, ABC Rentals Inc, is requesting approval of the Site Plan and Variances for a new construction of 4,472 square feet Office/Warehouse located at 2849 Ravenswood Road.

Request:

VARIANCES

FRONT SETBACK

To reduce the front yard setback requirement to twenty feet (20') from the property line where the minimum required is thirty feet (30') per the Land Development Code (LDC) Sec. 205-10(D).

LANDSCAPE BUFFER

To reduce the Landscape buffer requirement to three feet (3') along the south property line where the minimum building setback required is five (5) feet per the LDC Sec. 275-120.

SITE PLAN

The applicant is requesting Site Plan approval to redevelop the existing 1,234 square feet structure to a 4,472 square feet, single-story Office/Warehouse building with 10 parking spaces.

Background:

PROPERTY INFORMATION:

EXISTING ZONING:

Industrial, Research, Office, Marine-Airport

Approach (IROM-AA)

LAND USE DESIGNATION:

Industrial (I)

SITE ACREAGE (GROSS):

0.454 acres (19,791 SF)

EXISTING USE:

Construction Tools Rental

VIOLATIONS ON THE PROPERTY:

No open violations on the property.

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Background:

The subject property is a 0.454-acre parcel located west of Anglers Avenue, south of State Road 84 Marina Mile. The existing use of the site is construction tools rental. The property is currently operating as ABC Rentals. Approval of the requested Site Plan would allow for the redevelopment of the site from the current 1,234 square feet building to a 4,472 square feet warehouse with ancillary office use and ten (10) parking spaces. The site is surrounded by industrial uses.

-

Variance

FRONT SETBACK

The LDC requires a minimum thirty foot (30') building setback. The applicant is requesting a variance to reduce the front yard setback from thirty foot (30') to twenty foot (20') to accommodate the future right-of-way line according to the Broward County Trafficways Map. There is a future eighty-foot (80') right-of-way (ROW) proposed along Ravenswood Road, which requires a ten foot (10') ROW dedication from the owner's property, including a new five (5') feet sidewalk. In addition, the owner is required to keep an existing driveway to the south of his property to allow for neighbor access to properties west of the site. These two constraints leaves little room for buildable space for the property owner. Therefore, the basic intent of Article 205-10(D) is met and does not impact on the stability and appearance of the city. The request for the variance will allow the proposed building for ABC Rentals to accommodate to the Broward County Trafficways future 80' ROW proposed along Ravenswood Road.

-

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The front setback variance request is the minimum necessary. This will allow the property owner to move forward with his plans to expand, and while doing so, he will be improving the site in accordance with the City's Land Development Code (LDC) and enhancing the overall appearance of the property.

Community Development staff agree with this assessment.

1. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The requested variance is compatible with the surrounding land uses and will not be detrimental to the community. This is because all neighboring properties share the same land use and zoning, and no changes are being made to the existing use.

Community Development staff finds the request is compatible with the surrounding land uses in

this area.

1. "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: This request is consistent with the objectives of the City's Comprehensive Plan. The thirty (30') feet front yard setback is in compliance with the current right-of-way line. However, the City must consider the County's future road expansion.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in Objective IV Policy 4.6 of Future Land use: Continue to improve the community appearance qualities of the development which will enhance and help to preserve existing neighborhoods.

1. "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: Due to multiple constraints on this property as mentioned in the above request, maintaining the thirty (30') foot required setback would greatly impact the proposed size of the building. Reducing the depth of the building to 42 feet, which would no longer render suitable function for the property owner's business operations.

Community Development staff agree with this justification.

1. "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: The twenty (20') feet setback variance request is the minimum necessary. This will allow the property owner to move forward with his plans to expand, and while doing so, he will be improving the site in accordance with the City's Land Development Code (LDC) and enhancing the overall appearance of the property.

Community Development staff agree with this assessment.

LANDSCAPE BUFFER

The LDC requires a minimum five-foot (5') landscape buffer setback. Due to the restrictions limiting the property to a single driveway entrance, there is a significant impact on the existing street approach that runs parallel to the south access road. This presents a conflict because two-way traffic requires a driveway width of twenty feet (20') as per Code Section 265-150(A). Additionally, the property is constrained along the east boundary line to accommodate future ROW expansion, leaving the owner with limited buildable space for operation expansion. Currently, the driveway does not run parallel to the property line, featuring a variable space of approximately two feet (2') to four feet (4') in width between the south property line and the edge of the pavement. The applicant is requesting a variance to allow the three feet (3') to four

feet six inch (4.5') width space as the south landscape buffer. The proposed planting will include a new continuous hedge and some additional understory trees in between the existing taller trees/palms to create a mid-level screen from the south neighbor. Therefore, the basic intent of Article 275-120 is met and does not impact on the stability and appearance of the city. The request for the variance will support the proposed building for ABC Rentals to maintain the existing access driveway as the main entrance into the rear parking area and a few existing large canopy trees/palms.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve, or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below. For each criteria, the applicant's justification statement is provided, as well as Community Development staff's findings in *italics*.

1. "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."

Applicant: The intent to provide a space for landscape along the south property line remains. There are existing canopy trees and shrubs that already provide a visual buffer between the two properties, which will remain.

Community Development staff agree with this assessment.

1. "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."

Applicant: The variance request intends to improve the existing landscape area between the south property line. The existing edge of pavement will be relocated to the limits of the new twenty (20') feet wide drive. Resulting in a new buffer width varying from three point five (3.5') feet to four point five (4.5') feet. Some additional understory trees in between the existing taller trees/palms and new hedging material will be added to create a mid-level screen from the south neighbor. This will enhance both properties' appearance.

Community Development staff finds the request is compatible with the surrounding land uses in this area.

1. "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."

Applicant: This request is consistent with the objectives of the City's Comprehensive Plan. Our goal is to enhance the existing landscaping buffer along the south property line, which already has a mature canopy. We will provide additional understory trees to further screen the neighbor to the south.

Community Development staff confirms that the variance request is in keeping with the Goals, Objectives, and Policies of the Dania Beach Comprehensive Plan, especially with policies in

Objective I Policy 1.8 of Future Land Use Element: Areas surrounding existing and proposed airports/heliports shall be planned to promote compatible land uses consistent with the affected elements of the Dania Beach Comprehensive Plan. (B.C.P. 15.03.01)

1. "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

Applicant: Due to multiple constraints on this property as previously mentioned, maintaining the five feet (5') required landscape buffer would impact the proposed size of the building, which has already been reduced to meet setback requirements.

Community Development staff agree with this justification.

1. "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

Applicant: The south landscape buffer variance request is the minimum necessary. This will allow the property owner to move forward with his plans to expand, and while doing so, he will be improving the site in accordance with the City's Land Development Code (LDC) and enhancing the overall appearance of the property.

Community Development staff agree with this assessment.

Site Plan:

The proposed development would consist of a 4,472 warehouse and ancillary office with ten (10) parking spaces.

COMMUNITY OUTREACH

The applicant has reached out to adjacent property owners to answer any questions or concerns on February 6, 2024. There were six (6) participants in the community outreach conducted via Zoom. The neighbors had multiple questions regarding flood risk. Some of their concerns were related to stormwater retention, street drainage design, and water runoff. A summary of the outreach efforts is included in the backup materials. Multiple adjacent owners met with the Applicant's consultants to express their concerns.

TRAFFIC STUDY:

The traffic study submitted by KBP consulting, Inc was updated on January 26, 2024. City Engineer accepted the findings in the report.

Stormwater Management:

The City's Code of Ordinance requires a Storm Water Management Plan to be submitted and approved prior to issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to

The Site Plan identifies thirty percent (30%) of land as pervious area, it meets the pervious minimum requirement of twenty percent (20%) as required by the Land Development Code Sec.205-10(D).

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan modification was reviewed by the DRC on September 20, 2023, and December 20, 2023; the committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and provided below.

Conditions of Approval:

1. PUBLIC ART PROGRAM: Please provide estimated construction value of project for estimation purposes. Per Article 811. New development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fees for the creation, acquisition and installation of public art in the city. (Planning & Zoning)
2. STORMWATER PLAN: Per the Dania Beach Code of Ordinances, Chapter 27, Section 27-227 "a stormwater management plan shall be submitted to the city for all projects that add impervious area or modify pervious area whether or not city commission approval is required." Please provide a stormwater management plan for engineering review and comment. (Planning & Zoning)
3. Provide estimated construction value for development so that impact fees may be determined. (Planning & Zoning)
4. Demolition Plan and Erosion Control Plan and details are required at building permitting. (Engineering)
5. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
6. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
7. Provide Broward County standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
8. All pavement markings shall be alkyl-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
9. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
10. Detailed and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
11. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc.
12. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
13. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped

Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)

14. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)

Strategic Plan:

This application supports the City's Strategic Plan by furthering the following goals:
Value To Our Neighbors and Our Community

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity centers, and our neighborhoods.
- 3.2 Protection and enhancement of property values.

Budgetary Impact

Approval of the Site Plan and Variances will enable the redevelopment and enhancement of the subject site, expanding the City's tax roll and collecting public art impact fees.

Recommendation

Approval of the resolution for the Site Plan and Variances providing the remaining DRC comments are made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-075-23), AND VARIANCES (VA-090-23, VA-091-23) SUBMITTED BY ABC RENTALS, INC FOR THE PROPERTY LOCATED AT 2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Code of Ordinances, Chapter 28, entitled, “Land Development Code” (“LDC”) of Part 6, entitled, “Development Review Procedures and Requirements,” of Article 635, entitled, “Site Plans” of Section 635-20(A), provides that site plan approval is required prior to commencement of construction; and

WHEREAS, ABC Rentals, Inc, (the “Applicant”) Is requesting approval of a Site Plan (SP-075-23) to permit the future development of a 4,472 square foot single-story Office/Warehouse property generally located at 2849 Ravenswood Road, in the City of Dania Beach, Florida (the “City”) as legally described in Exhibit “A”, a copy of which is made a part of and incorporated into this resolution by this reference; and

WHEREAS, the Applicant is requesting Site Plan approval (SP-075-23) to permit the future redevelopment of the subject property pursuant to and consistent with the attached Site Plan provided as Exhibit “B”; and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, entitled “Variances,” Section 625-40 states that the City Commission may grant a variance based on its determination that the petitioner has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant is requesting approval of Variance from Land Development Code Section 275-120, seeking a reduction of the landscape buffer to 3’ feet to 4.5’ feet width at the southern landscape buffer, where a minimum of 5’ feet is required (VA-090-23); and

WHEREAS, the Applicant is requesting approval of Variance from Land Development Code Sections 205-10(D), seeking to reduce the front yard setback requirement to 20’ from the Broward County Future Right-of-Way line, where the minimum building setback 30’ feet is required (VA-091-23); and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City Commission finds that the approval of the Site Plan (SP-075-23) and Variances (VA-090-23 and VA-091-23) are consistent with the City's Land Development Code and Comprehensive Plan and will protect the health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Commission finds that the Site Plan (SP-075-23) and Variances (VA-090-23 and VA-091-23) request is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

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

Section 2. Pursuant to Chapter 28 "Land Development Code," Part 6 "Development Review Procedures and Requirements," Article 635 "Site Plan," the following Site Plan (SP-075-23), attached as Exhibit "B" which is made a part of and incorporated into this Resolution by reference is approved.

Section 3. Pursuant to Chapter 28, "Land Development Code", Part 6 "Development review Procedures and Requirements," Article 625 "Variances," the Variance applications (VA-090-23 and VA-091-23) are approved consistent with the Site Plan provided in Exhibit "B".

Section 4. That the approvals granted by this Resolution are subject to the Applicants' compliance with the following conditions:

1. **PUBLIC ART PROGRAM:** Please provide estimated construction value of project for estimation purposes. Per Article 811. New development and redevelopment in non-residential, mixed-use and multi-family zoning districts of \$1 Million or more shall provide fees for the creation, acquisition and installation of public art in the city. (Planning & Zoning)
2. **STORMWATER PLAN:** Per the Dania Beach Code of Ordinances, Chapter 27, Section 27-227 "a stormwater management plan shall be submitted to the city for all projects that add impervious area or modify pervious area whether or not city commission approval is required." Please provide a stormwater management plan for engineering review and comment. (Planning & Zoning)
3. Provide estimated construction value for development so that impact fees may be determined. (Planning & Zoning)

4. Broward County Stormwater Management License is required at the time of building and ROW permitting. (Engineering)
5. Demolition Plan and Erosion Control Plan and details are required at building permitting. (Engineering)
6. Pavement restoration shall be per the city and Broward County requirements. (Engineering)
7. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
8. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved. (Engineering)
9. Provide BC standard details for pavement marking and signage. All traffic control signs shall conform to Broward County Traffic Engineering (BCTED) and MUTCD standards. BCTED signs specifications consist of Type XI retroreflective sheeting materials except for school zone and pedestrian signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified type IV. (Engineering)
10. All pavement markings shall be alkyd-based thermoplastic and fully retro-reflectorized, per BCTED specifications with the exception of parking stall striping. (Engineering)
11. Provide Maintenance of Traffic (MOT) Plan by a licensed General Contractor/Professional Engineer in the State of Florida (if applicable). (Engineering)
12. Detailed and complete engineering plans will be required prior to Building and R/W permit approval. (Engineering)
13. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines, etc. (Engineering)
14. Show also all existing and proposed utilities on the landscaping plans for potential conflicts. (Engineering)
15. Provide ADA parking, access / driveway, and sidewalks /ramps including dimensions in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and 'in accordance with Americans with Disability Act (ADA). (Engineering)
16. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from City, Broward County, and State Roads as applicable. (Engineering)

Section 5. That pursuant to Section 635-100 “Expiration of Site Plans” of the Land Development Code, the Site Plan (SP-075-23) and Variances (VA-090-23 and VA-091-23) approval shall automatically expire and become null and void unless the Applicant files a complete

building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 6. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

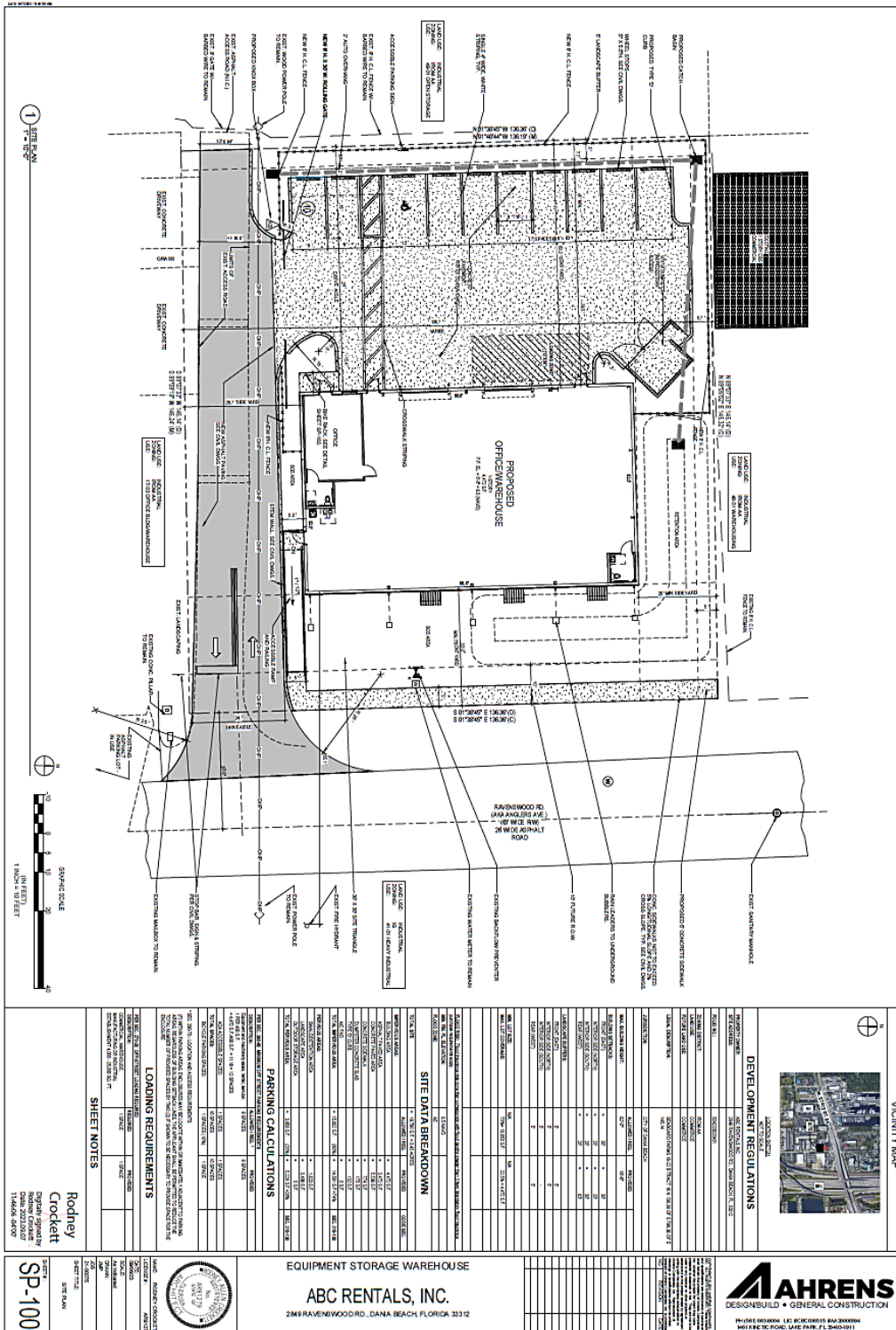
EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF TRACT 16, "SEABOARD FARMS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 136.36 FEET OF THE SOUTH 796.36 FEET OF THE EAST 145.14 FEET OF TRACT 16, SEABOARD FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 19,791 SQUARE FEET (0.454 ACRES), MORE OR LESS.

EXHIBIT “B” SITE PLAN





DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION
SP075-23/
VA090-23/
VA091-23/
PL086-23

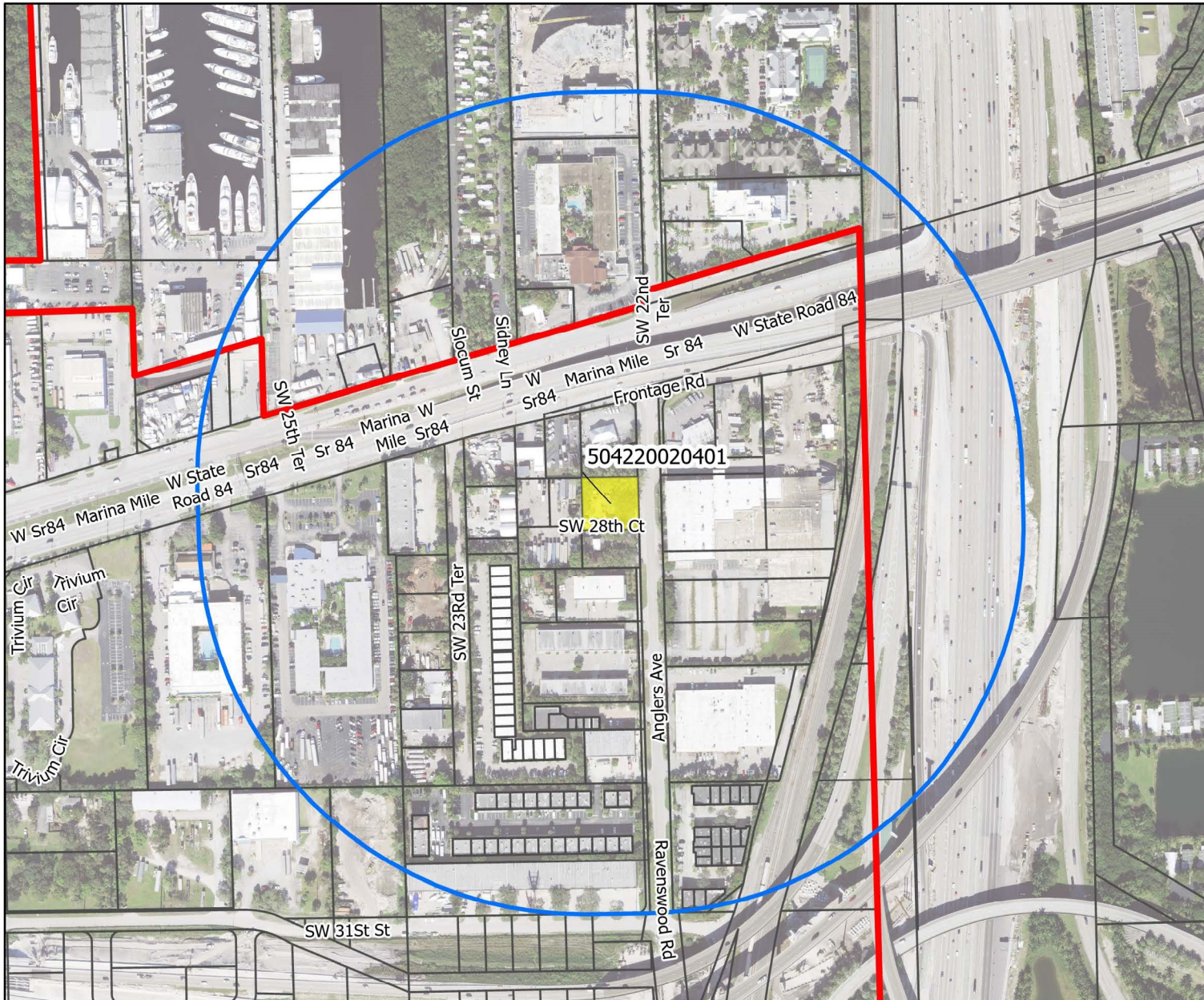
PROJECT NAME
ABC Rentals, Inc

FOLIO:
5042-20-02-0401

ADDRESS
2849 Ravenswood Rd

REQUEST
Request Site Plan and Plat
for new construction of
office/warehouse

APPLICANT
ABC Rentals Inc



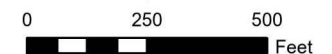
Legend

- Parcels
- Proposed Parcels
- Dania Beach Boundary
- 1,000 ft Buffer



Date: 1/18/2024

When Printed on 8 1/2" x 11"
1 inch equals 400 feet



Florida Technical Consultants

1 SITE PLAN
1" = 10'-0"

LEGEND

- PROPERTY LINE
- - - - - NVAL (NON-VEHICULAR ACCESS LINE)
- X - FENCE
- OHP - OVERHEAD POWER LINE
[Pattern] CONCRETE PAVEMENT
[Pattern] ASPHALT PAVEMENT

LAND USE: INDUSTRIAL
ZONING: IROM-AA
USE: 48-01 WAREHOUSING
STORIES: 1-STORY

N 89°08'026" E 145.15'

PROPOSED
OFFICE/WAREHOUSE
1-STORY
4,472 S.F.
F.F. EL. = 0'-0" = 6.50' (NAVD)
DRY FLOODPROOFED TO EL. = 8.0 (NAVD)

LAND USE: INDUSTRIAL
ZONING: IROM-AA
USE: 17-03 OFFICE BLDG/WAREHOUSE
#STORIES: 1-STORY

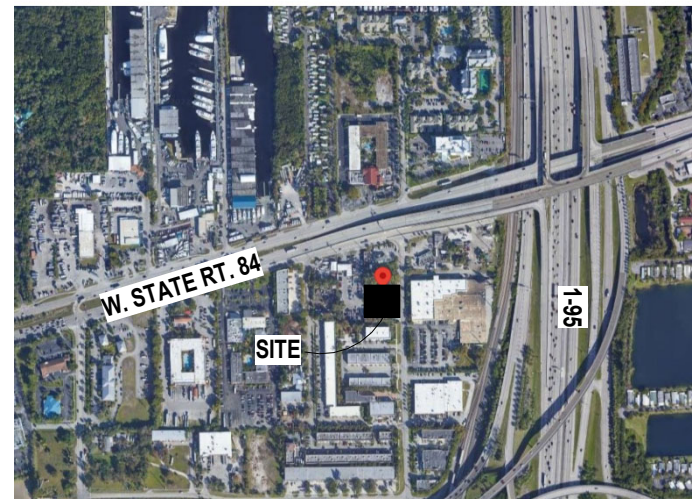
S 89°08'26" W 145.15'

S 01°37'51" E 136.36'

ANGLERS AVE. / RAVENSWOOD RD.

GRAPHIC SCALE
(IN FEET)
1 INCH = 10 FEET

VICINITY MAP



LOCATION SKETCH
NOT TO SCALE

DEVELOPMENT REGULATIONS

PROPERTY OWNER:	ABC RENTALS INC.		
SITE ADDRESS:	2849 RAVENSWOOD RD., DANIA BEACH, FL. 33312		
FOLIO NO.:	504220020401		
ZONING DISTRICT:	IROM-AA		
LAND USE:	INDUSTRIAL		
FUTURE LAND USE:	COMMERCE		
LEGAL DESCRIPTION:	THE NORTH 136.36 FEET OF THE SOUTH 796.36 FEET OF THE EAST 145.14 FEET OF TRACT 16, SEABOARD FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 19,791 SQUARE FEET (0.454 ACRES), MORE OR LESS.		
JURISDICTION:	CITY OF DANIA BEACH		
	ALLOWED / REQ.	PROVIDED	VARIANCE REQUEST
MAX. BUILDING HEIGHT:	62'-0"	16'-1" MEAN HT.	
BUILDING SETBACKS:			
FRONT (EAST):	= 30'	= 20'	= 20'
INTERIOR SIDE (NORTH):	= 20'	= 20'	
INTERIOR SIDE (SOUTH):	= 20'	= 29.7'	
REAR (WEST):	= 20'	= 62.7'	
LANDSCAPE BUFFERS:			
FRONT (EAST):	5'	5'	
INTERIOR SIDE (NORTH):	5'	5'	
INTERIOR SIDE (SOUTH):	5'	-	=VARIES 3.5' TO 4.5'
REAR (WEST):	5'	5'	
MIN. LOT SIZE:	N/A	N/A	
MAX. LOT COVERAGE:	70% = 13,853 S.F.	22.5% = 4,472 S.F.	
FLOOD RISK:	Flood insurance rate zone that corresponds with flood depths greater than 3 feet. Mandatory flood insurance purchase requirements apply.		
MIN. FIN. FL. ELEVATION (BFE):	6.54 NAVD	DRY FLOODPROOFED REQUIRED TO 8.0 NAVD	
FLOOD ZONE:	AE (EL7)		

SITE DATA BREAKDOWN

TOTAL SITE (GROSS)		= 19,791 S.F. = 0.454 ACRES	
TOTAL SITE (NET)		= 18,428 S.F. = 0.423 ACRES	
10' R/W DEDICATION = 1,363 S.F.			
EXISTING TO BE DEMOLISHED:		PROPOSED IMPROVEMENTS:	PROPOSED
IMPERVIOUS AREAS:		IMPERVIOUS AREAS:	ALLOWED / REQ.
BUILDING AREA	= (1,453 S.F.)	BUILDING AREA	= 4,472 S.F.
ASPHALT PAVED AREA	= (8,426 S.F.)	ASPHALT PAVED AREA	= 2,947 S.F.
CONC. PAVED AREA	= (399 S.F.)	CONC. PAVED AREA	= 5,173 S.F.
CONC. PAVED AREA	= 216 S.F. *	EXIST. CONC. PAVED AREA	= 216 S.F.
PAVERS	= (68 S.F.)	CONC. SIDEWALK	= 795 S.F.
DUMPSTER CONC. SLAB	= N/A	DUMPSTER CONC. SLAB	= 175 S.F.
TYPE 'D' CURB	= N/A	TYPE 'D' CURB	= 145 S.F.
A/C PAD	= N/A	A/C PAD	= 25 S.F.
TOTAL IMPERVIOUS AREA:	= (10,562 S.F.) = 53%	TOTAL IMPERVIOUS AREA:	= 13,948 S.F. = 70% = 15,832 S.F. (80%)
EXIST. TO REMAIN			SEC. 215-130
PERVIOUS AREAS:		PERVIOUS AREAS:	
GREEN SPACE	= (9,229 S.F.)	GREEN SPACE	= 5,843 S.F.
TOTAL PERVIOUS AREA:	= (9,229 S.F.) = 47%	TOTAL PERVIOUS AREA:	= 5,843 S.F. = 30% = 3,958 S.F. (20%)

BUILDING S.F. BREAKDOWN

OFFICE AREA (ANCILLARY USE):	368 SF (8.2%)
WAREHOUSE AREA (S-1):	4,104 SF (91.8%)
TOTAL AREA:	4,472 SF (100.0%)

PARKING CALCULATIONS

PER SEC. 265-50 MINIMUM OFF STREET PARKING REQUIREMENTS - (D) INDUSTRIAL USES		
DESCRIPTION:	ALLOWED / REQ. *	PROVIDED
Equipment and machinery sales, rental, service: 1 PER 400 S.F. = 4,472 S.F./400 S.F. = 11.18 = 12 SPACES **	12 SPACES	9 SPACES *
ADA ACCESSIBLE SPACES:	(1) SPACE	1 SPACE
TOTAL SPACES:	12 SPACES	10 SPACES
BICYCLE PARKING SPACES:	1 SPACES (10%)	1 SPACE

EXCEPTIONS UTILIZED:
*SEC. 290-70 - LOCATION AND ACCESS REQUIREMENTS
(F) WITHIN PARKING AREAS, ENCLOSURES MAY BE LOCATE WITHIN OR IMMEDIATELY ADJACENT TO PARKING AREAS, REGARDLESS OF BUILDING SETBACK LINES. THE APPLICANT SHALL BE PERMITTED TO REDUCE THE TOTAL NUMBER OF PROVIDED SPACES BY TWO (2) IF SHOWN TO BE NECESSARY TO PROVIDE SPACE FOR THE ENCLOSURE
**SEC. 265-50 - OFF-STREET PARKING REQUIRED, ON-STREET PARKING CREDIT - (D) INDUSTRIAL USES
(1) ANCILLARY OFFICE SPACE (NO MORE THAN TWENTY (20) PERCENT) SHALL BE INCLUDED IN THE PRIMARY USE PARKING REQUIREMENT CALCULATION AND SHALL NOT BE REQUIRED TO MEET A SEPARATE OFFICE PARKING REQUIREMENT.

LOADING REQUIREMENTS

PER SEC. 270-20 OFF-STREET LOADING REQUIRED		
DESCRIPTION:	REQUIRED	PROVIDED
COMMERCIAL WAREHOUSE, MANUFACTURING OR INDUSTRIAL ESTABLISHMENT 4,000 - 25,000 SQ. FT.	1 SPACE	1 SPACE

COPYRIGHT © 2022 AHRENS COMPANIES, INC. ALL RIGHTS RESERVED. These drawings and specifications are instruments of service and shall remain the property of Ahrens Companies, Inc. whether the project for which they were prepared is executed or not. They are not to be used in any manner on other projects or extensions to this project except by agreement in writing with the appropriate compensation to Ahrens Companies, Inc. Reproduction of drawings or specifications without the written consent of Ahrens Companies, Inc. is prohibited.

NO.	REVISION	DATE
1	DRC COMMENTS	12/07/23
2	DRC COMMENTS	01/26/24

EQUIPMENT STORAGE WAREHOUSE

ABC RENTALS, INC.

RAVENSWOOD RD., DANIA BEACH, FLORIDA 33312

Dean W. Millward
2024.02.01
14:11:36
-05'00"



NAME: DEAN W. MILLWARD
LICENSE #: AR00007396
DATE: 10/17/23
SCALE: As Indicated
DRAWN: JMP
JOB: 21-00075
SHEET TITLE: SITE PLAN

SHEET #:
SP-100



NOTICE OF PUBLIC NEIGHBORS MEETING

January 23, 2024

SP-075-23

Dear Property Owner:

You are receiving this notice of Public Neighbors' meeting because you are the legal owner of record for property that is located within 1,000 feet of 2849 Ravenswood Road, Dania Beach, FL 33312.

The meeting will be held to describe the proposed development of the mentioned site location.

On behalf of ABC Rentals, Inc. (Property Owner), Ahrens Companies (Agent) are requesting site plan approval for a 1-story 4,472 s.f. Office/Warehouse Building.

More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.

MEETING INFORMATION:

AGENDA: CITY OF DANIA BEACH - SITE PLAN PROJECT # SP-075-23

LOCATION: VIRTUAL "ZOOM" MEETING

DATE: TUESDAY, FEBRUARY 6TH

TIME: 5:00 PM

INSTRUCTIONS TO ATTEND THE MEETING:

To attend this Teams Meeting, click on the access link from a computer or dial by phone as indicated:

Join Zoom Meeting

<https://us06web.zoom.us/j/86464245773?pwd=jMyVcn46HD0Dbm3nXkzbEdUubXdCvW.1>

Meeting ID: 864 6424 5773

Passcode: 205754

One tap mobile

+13052241968,,86464245773#,,,,*205754# US

+13126266799,,86464245773#,,,,*205754# US (Chicago)

Dial by your location

- +1 305 224 1968 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US



- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 864 6424 5773

Passcode: 205754

Find your local number: <https://us06web.zoom.us/j/kvOO6a0lh>

Should you wish to get additional information associated with this site plan application, or if you have further questions about the application, please contact:

Ahrens Companies: Richard Ahrens, 561-909-8543 richard@ahrenscompanies.com

ABC Rentals, Inc.: Owner's representative: Bill Powers, 561-739-9888 danp@abcrentalequipment.com

Thank you for your interest in attending this public meeting.

Cordially,

ABC RENTALS, INC.

AHRENS COMPANIES

I WOULD LIKE TO MAKE COMMENTS ON THE FOLLOWING:



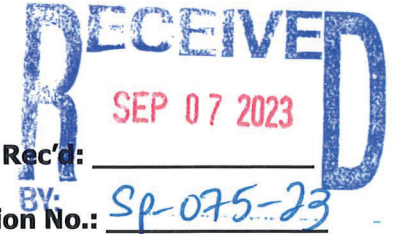
City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____



(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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

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

Location Address: 2849 Ravenswood Rd. Dania Beach, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: This is a portion of "Seaboard Farms"

Folio Number(s): 504220020401 Legal Description: The N 136.36' of S 796.36' of E 145.14' OF TRACT 16, Seaboard Farms PB 18-22BC

Applicant/Consultant/Legal Representative (circle one) Ahrens Companies

Address of Applicant: 1461 Kinetic Rd. Lake Park, FL 33503

Business Telephone: 561-863-9004 Home: _____ Fax: _____

* E-mail address: permitting@ahrenscompanies.com

Name of Property Owner: ABC Rentals, Inc

Address of Property Owner: 2849 Ravenswood Rd. Dania Beach

Business Telephone: 561-739-9888 Home: _____ Fax: _____

Explanation of Request: NEW CONSTRUCTION OFFICE/WAREHOUSE 4,472 SF.
Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: .45 Gross Acreage: .45 Prop. Square Footage: 19,790 S.F.

Existing Use: Commerce Proposed Use: Commerce

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

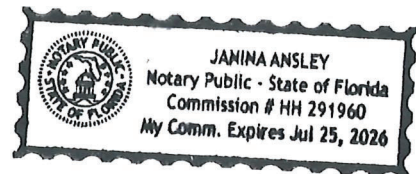
BEFORE ME THIS August DAY OF 30, 2023

By:

Daniel Powers
(Print name of person acknowledging)

(Joint owner signature if applicable)

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



Personally known _____ or Produced Identification ☒

Type of identification produced: Florida DL or Drivers License P620179744450
x 12/05/27

*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

RECEIVED
DEC 06 2023
Date Rec'd: _____
Petition No.: VA-090-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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

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

Location Address: 2849 Ravenswood Rd., Dania Beach, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: This is a portion of "Seaboard Farms"

Folio Number(s): 504220020401 Legal Description: THE NORTH 136.36 FEET OF

Applicant/Consultant/Legal Representative (circle one) Ahrens Companies

Address of Applicant: 1461 Kinetic Road, Lake Park, FL 33403

Business Telephone: 561-839-2836 Home: _____ Fax: _____

E-mail address: permitting@ahrenscompanies.com

Name of Property Owner: ABC Rentals, Inc.

Address of Property Owner: 2849 Ravenswood Rd., Dania Beach, FL 33312

Business Telephone: 561-739-9888 Home: _____ Fax: _____

Explanation of Request: Variance request for South Landscape Buffer requirement.

Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.

Prop. Net Acreage: 18,428 s.f. Gross Acreage: 17,971 s.f. Prop. Square Footage: 18,428 s.f.

Existing Use: Commerce Proposed Use: Commerce

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Richard C. Ahrens (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: William Power Sec
(Owner / Agent signature*)

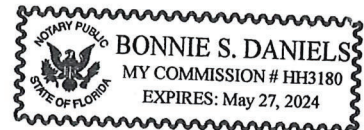
BEFORE ME THIS 5 DAY OF DEC, 2023

By:

WILLIAM POWERS, SEC
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Bonnie S. Daniels
(Signature of Notary Public – State of _____)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
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Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

RECEIVED
DEC 06 2023
Date Rec'd: _____
Petition No.: VA-091-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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

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

Location Address: 2849 Ravenswood Rd., Dania Beach, FL 33312

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: This is a portion of "Seaboard Farms"

Folio Number(s): 504220020401 Legal Description: THE NORTH 136.36 FEET OF

Applicant/Consultant/Legal Representative (circle one) Ahrens Companies

Address of Applicant: 1461 Kinetic Road, Lake Park, FL 33403

Business Telephone: 561-839-2836 Home: _____ Fax: _____

E-mail address: permitting@ahrenscompanies.com

Name of Property Owner: ABC Rentals, Inc.

Address of Property Owner: 2849 Ravenswood Rd., Dania Beach, FL 33312

Business Telephone: 561-739-9888 Home: _____ Fax: _____

Explanation of Request: Variance request for Front Yard Setback requirement

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 18,428 s.f. Gross Acreage: 17,971 s.f. Prop. Square Footage: 18,428 s.f.

Existing Use: Commerce Proposed Use: Commerce

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Richard C. Ahrens (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: William Ahrens, Sec
(Owner / Agent signature*)

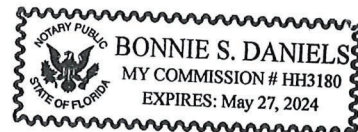
BEFORE ME THIS 5 DAY OF DEC, 20 23

By:

WILLIAM POWERS, SEC
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Bonnie S. Daniels
(Signature of Notary Public – State of FL)



Personally known ✓ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Senior Manager
Jonathan Cady, Planner

SUBJECT: PL-086-23: The property owner, ABC Rentals Inc., is requesting approval of a replat for the property located at 2489 Ravenswood Road.

Request:

To replat the property to adjust the right-of-way in accordance with the county's requirements and the redevelopment of an office/warehouse on the subject site

Background:

The subject site is approximately 0.45 acres (19,791 square feet). The site is currently under review for a redevelopment of the lot for a 4,472 square feet warehouse known as "ABC Rentals". The applicant is requesting approval of a replat to accommodate to the required 80' right-of-way as required by the Broward County Trafficway Plan. A corresponding site plan (SP-075-23) is currently under review by the City.

The proposed development would consist of an office/warehouse. The property is located west of Anglers Avenue, south of State Road 84 Marina Mile from Broward County traffic ways plan. The development consists of a total of 4,472 square feet of building and a total of 10 parking spaces.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The plat note amendment was reviewed by staff at the DRC on November 16, 2023, and December 21, 2023, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. All disciplines administratively approved the submittal on the second round. The applicant has a staff comment that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which is provided below. The comment is listed as conditions of approval in the plat resolution and provided below.

Conditions of Approval:

1. Broward County approval of the Plat is required prior to issuance of a Building and Right-of-Way permit. (Engineering)

Strategic Plan:

This application supports the City's Strategic Plan by furthering the following goals:

Objectives

- 3.1 Have a more attractive and beautiful community from our entrances, our corridors, our activity center, and our neighborhoods.

Value to Our Neighbors and Our Community

- 3.2 Protection and enhancement of property values.

Short Term Challenges and Opportunities

- 3.2 Expanding business investment in Dania Beach.

Budgetary Impact

Approval of the plat will allow the opportunity for redevelopment of the site.

Recommendation

Approve the resolution for the plat providing that the remaining DRC comment is made conditions of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “ABC RENTALS PLAT” (PL-086-23) SUBMITTED BY THE OWNER, ABC RENTALS, INC FOR A PROPERTY LOCATED AT 2849 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the “LDC”) Part 6 “Development Review Procedures And Requirements,” Article 640, “Plats” of the City Code of Ordinances (the “City Code”), the property owner, ABC RENTALS, INC (the “Applicant”), applied to the City of Dania Beach (the “City”) for approval of a Plat (PL-086-23) for property located at 2849 Ravenswood Road, legally described on Exhibit “A” and incorporated by this reference; and

WHEREAS, LDC Section 640-50 states that the City Commission may approve a Plat based on its determination that the Applicant has demonstrated that the criteria identified in the City Code have been satisfied; and

WHEREAS, the Applicant proposes to plat the parcels of real property within the plat boundary; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the Applicant is proposing to build a Office/Warehouse on Property in the City of Dania Beach, located on 2849 Ravenswood Road, said Property being located within the plat limits of The ABC RENTALS PLAT; and

WHEREAS, the City Commission finds that the Plat (PL-086-23) request is consistent with the City’s Comprehensive Plan and Land Development Regulations.

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

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

Section 2. That this certain application (PL-086-23) for plat approval is approved.

Section 3. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is/are incorporated into this resolution as findings of fact.

Section 4. That the issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 5. That pursuant to Section 640-80 “Expiration of Plats,” of the Land Development Code, the Plat (PL-086-23) the City Commission approval of the plat shall be deemed to have expired when the plat has expired under the Broward County Land Development Code.

Section 6. That the approvals granted by this Resolution are subject to the Applicants’ compliance with the following conditions:

1. Broward County approval of the Plat is required prior to issuance of a Building and Right-of-Way permit. (Engineering)

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall take effect ten (10) days after passage and adoption.

PASSED AND ADOPTED on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF TRACT 16, "SEABOARD FARMS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 136.36 FEET OF THE SOUTH 796.36 FEET OF THE EAST 145.14 FEET OF TRACT 16, SEABOARD FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 19,791 SQUARE FEET (0.454 ACRES), MORE OR LESS.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

APPLICATION
SP075-23/
VA090-23/
VA091-23/
PL086-23

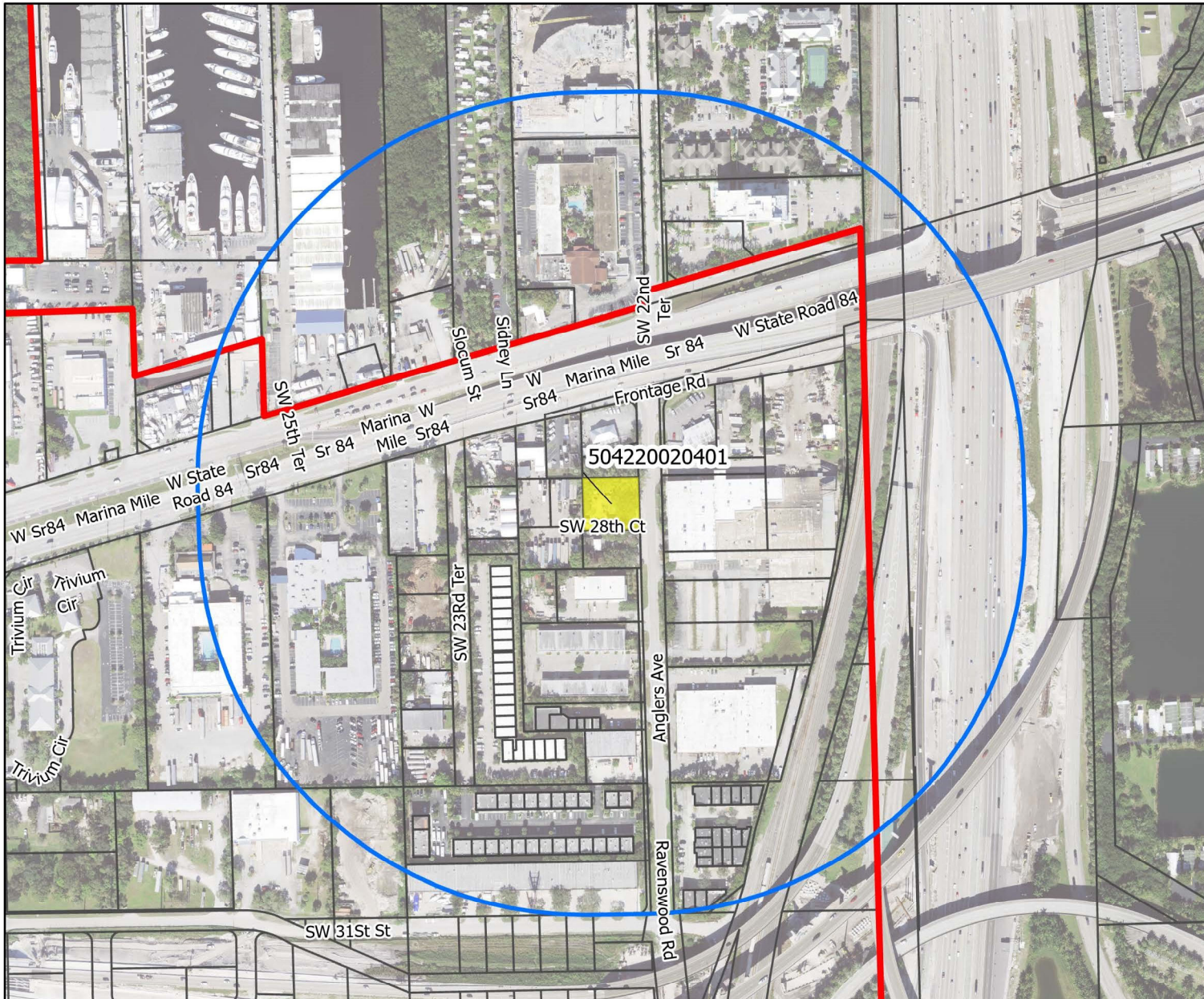
PROJECT NAME
ABC Rentals, Inc

FOLIO:
5042-20-02-0401

ADDRESS
2849 Ravenswood Rd

REQUEST
Request Site Plan and Plat
for new construction of
office/warehouse

APPLICANT
ABC Rentals Inc



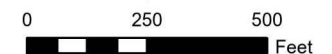
Legend

- Parcels
- Proposed Parcels
- Dania Beach Boundary
- 1,000 ft Buffer



Date: 1/18/2024

When Printed on 8 1/2" x 11"
1 inch equals 400 feet



Florida Technical Consultants

ABC RENTALS

A REPLAT OF PORTION OF TRACT 16, "SEABOARD FARMS" (P.B. 18, PG. 22),
IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE: 954-572-1777

AUGUST 2023

LEGAL DESCRIPTION:

THE NORTH 136.36 FEET OF THE SOUTH 796.36 FEET OF THE EAST 145.14 FEET OF TRACT 16, SEABOARD FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 19,791 SQUARE FEET (0.454 ACRES), MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT ABC RENTALS, INC., A FLORIDA CORPORATION, OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "ABC RENTALS", A REPLAT.

1. PARCEL "RW" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR RIGHT-OF-WAY PURPOSES.

IN WITNESS WHEREOF: SAID ABC RENTALS, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____ ITS _____ DAY OF _____, 202____, IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, 202____.

WITNESS: _____ BY: _____
PRINT NAME: _____ NAME: _____
TITLE: _____

WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF _____ } ss
COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 202____, BY _____ OF ABC RENTALS, INC., A FLORIDA CORPORATION, WHO IS ☐ PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

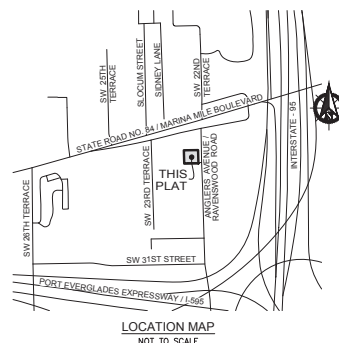
WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 202____.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC - STATE OF _____
COMMISSION NUMBER: _____ PRINT NAME: _____

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, CHAPTER 53-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

BY: _____ DATE _____
JOHN F. PULICE
PROFESSIONAL SURVEYOR AND MAPPER NO. LS2691
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FL 33351
CERTIFICATE OF AUTHORIZATION NO. LB3870



LOCATION MAP
NOT TO SCALE

CITY OF DANIA BEACH CITY COMMISSION

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY RESOLUTION NO. _____ ADOPTED THIS _____ DAY OF _____, 202____.

CONCURRENCY/IMPACT FEES FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT SHALL BE PAID ON THE DATE OF BUILDING PERMIT ISSUANCE.

ATTEST: CITY CLERK _____ APPROVED: MAYOR _____

CITY OF DANIA BEACH CITY ENGINEER

THIS PLAT HAS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 202____.

BY: _____
CITY ENGINEER
NAME: _____
FLORIDA P.E. REGISTRATION NO.: _____

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 202____.

BY: _____
DIRECTOR/DESIGNEE

BROWARD COUNTY RESILIENT ENVIRONMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 202____.

BY: _____
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 202____.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 202____.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, 202____.

BY: _____
MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE _____
ROBERTO CHAVEZ
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS7280

BY: _____ DATE _____
RICHARD TORNESE
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER
REGISTRATION NO. 40263

CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER	PLATTING SURVEYOR

PLAT NO.: ____-MP-23

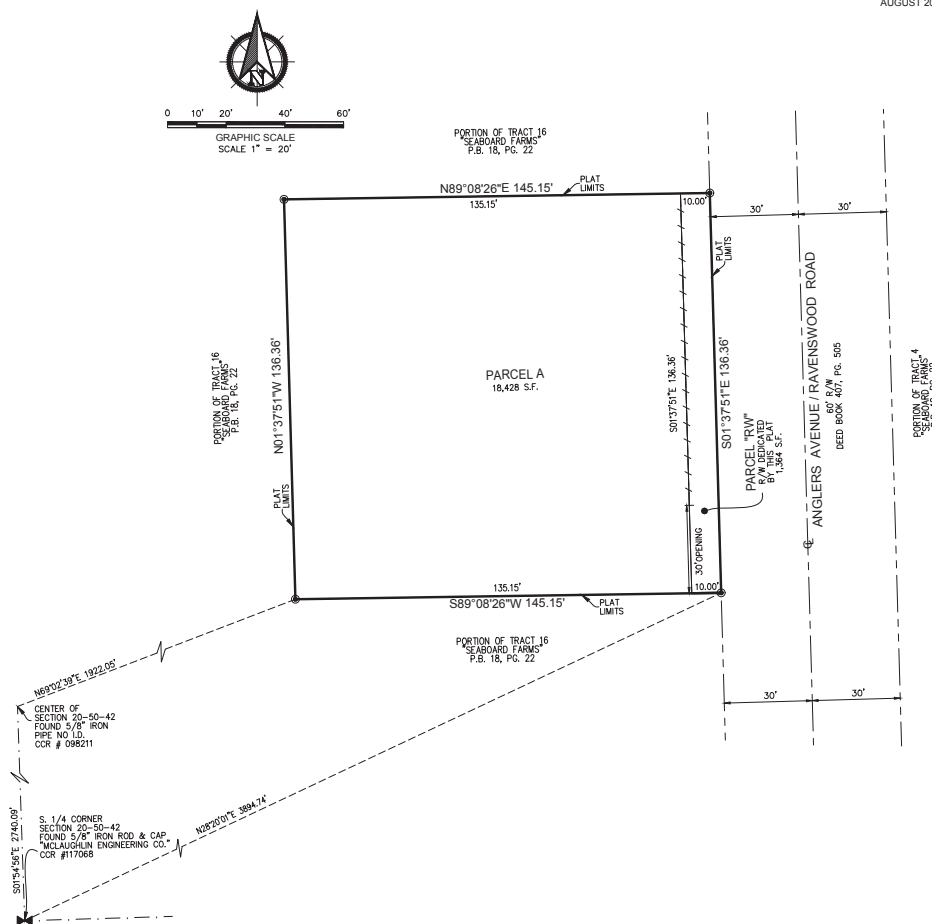
ABC RENTALS

A REPLAT OF PORTION OF TRACT 16, "SEABOARD FARMS" (P.B. 18, PG. 22),
IN SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST,
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
PHONE: 954-572-1777

AUGUST 2023



SURVEYOR'S NOTES:

- THIS PLAT IS RESTRICTED TO 4,500 SQUARE FEET OF WAREHOUSE USE.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION 2.1.4, DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.
- GRID BEARINGS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH A LINE BETWEEN THE S. 1/4 CORNER AND THE CENTER OF SECTION 20-51-42 HAVING A BEARING OF S01°54'56"E.
- ALL RECORDED DOCUMENTS DEPICTED HEREON ARE RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

LEGEND & ABBREVIATIONS:

- = PRM (SET 4"x4"x24" CONCRETE MONUMENT WITH 2" ALUMINUM DISC STAMPED "PRM LB3870" UNLESS OTHERWISE NOTED)
- /— = CENTERLINE
- /— = NON-VEHICULAR ACCESS LINE (NVAL)
- CCR = CERTIFIED CORNER RECORD
- I.D. = IDENTIFICATION
- LB = LICENSED BUSINESS
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- PRM = PERMANENT REFERENCE MONUMENT
- R/W = RIGHT-OF-WAY
- S.F. = SQUARE FEET



NOTICE OF PUBLIC NEIGHBORS MEETING

January 23, 2024

SP-075-23

Dear Property Owner:

You are receiving this notice of Public Neighbors' meeting because you are the legal owner of record for property that is located within 1,000 feet of 2849 Ravenswood Road, Dania Beach, FL 33312.

The meeting will be held to describe the proposed development of the mentioned site location.

On behalf of ABC Rentals, Inc. (Property Owner), Ahrens Companies (Agent) are requesting site plan approval for a 1-story 4,472 s.f. Office/Warehouse Building.

More than one elected official may appear at the community meeting and should disclose their attendance at said meeting once the City Commission is to hear the quasi-judicial item.

MEETING INFORMATION:

AGENDA: CITY OF DANIA BEACH - SITE PLAN PROJECT # SP-075-23

LOCATION: VIRTUAL "ZOOM" MEETING

DATE: TUESDAY, FEBRUARY 6TH

TIME: 5:00 PM

INSTRUCTIONS TO ATTEND THE MEETING:

To attend this Teams Meeting, click on the access link from a computer or dial by phone as indicated:

Join Zoom Meeting

<https://us06web.zoom.us/j/86464245773?pwd=jMyVcn46HD0Dbm3nXkzbEdUubXdCvW.1>

Meeting ID: 864 6424 5773

Passcode: 205754

One tap mobile

+13052241968,,86464245773#,,,,*205754# US

+13126266799,,86464245773#,,,,*205754# US (Chicago)

Dial by your location

- +1 305 224 1968 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 309 205 3325 US



- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 864 6424 5773

Passcode: 205754

Find your local number: <https://us06web.zoom.us/j/kvOO6a0lh>

Should you wish to get additional information associated with this site plan application, or if you have further questions about the application, please contact:

Ahrens Companies: Richard Ahrens, 561-909-8543 richard@ahrenscompanies.com

ABC Rentals, Inc.: Owner's representative: Bill Powers, 561-739-9888 danp@abcrentalequipment.com

Thank you for your interest in attending this public meeting.

Cordially,

ABC RENTALS, INC.

AHRENS COMPANIES

I WOULD LIKE TO MAKE COMMENTS ON THE FOLLOWING:



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

RECEIVED
NOV 02 2023
Date Rec'd: _____
Petition No.: PL-086-23

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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

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Location Address: 2849 Ravenswood Road

Lot(s): --- Block: --- Subdivision: ---

Recorded Plat Name: This is a portion of "Seaboard Farms"

Folio Number(s): 504220020401 Legal Description: THE N 136.36' OF S 796.36' OF E 145.14' OF TRACT 16, SEABOARD FARMS PB 18-22 BC

Applicant/Consultant/Legal Representative (**circle one**) PULICE LAND SURVEYORS, INC.

Address of Applicant: 5381 Nob Hill Road, Sunrise, FL 33351

Business Telephone: (954) 572-1777 Home: --- Fax: (954) 572-1778

E-mail address: elizabeth@pulicelandsurveyors.com

Name of Property Owner: ABC Rentals, Inc.

Address of Property Owner: 2849 Ravenswood Road, Dania Beach, FL 33312

Business Telephone: (561) 739-9888 Home: --- Fax: ---

Explanation of Request: Replat for redevelopment
Please provide proposed **Plat Name & Criteria Statement** as required by the City's Land Development Code.

Prop. Net Acreage: _____ Gross Acreage: .45 Prop. Square Footage: 19,790

Existing Use: Commerce Proposed Use: Commerce

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize PULICE LAND SURVEYORS, INC. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)
(Authorized Representative)

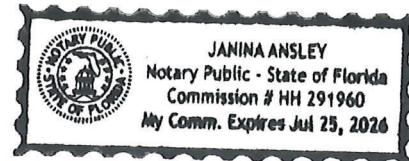
BEFORE ME THIS August DAY OF 30, 20 23

By:

Daniel Powers
(Print name of person acknowledging)

N/A
(Joint owner signature if applicable)

Notary Janina Ansley Jan Ansley
(Signature of Notary Public - State of Florida)



Personally known _____ or Produced Identification ☒

Type of identification produced: Florida DL or Drivers License P62017974445
X 12/05/27

*If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director
Claudia Viviana Batista, Senior Manager
Jonathan Cady, Planner

SUBJECT: OT-001-24: The applicant, Mavericks Liquor, LLC is requesting an alcoholic beverage waiver of alcohol distance for the property at 4501 Stirling Road.

Request:

To allow a three hundred two feet (302') separation from a new alcoholic beverage establishment to an existing daycare facility within the City of Hollywood jurisdiction where the Land Development Code requires a distance separation of one thousand (1,000) feet per Code Section 10-50(8).

Background:

PROPERTY INFORMATION:

EXISTING ZONING:	Community Business (C-2)
LAND USE DESIGNATION:	Commercial (C)
SITE ACREAGE (GROSS):	16,544 SF (0.38 acre)
EXISTING USE:	Commercial
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Budgetary Impact

Recommendation

Per the Applicant's request, Community Development staff recommends continuing this item as the applicant will not be able to host a community outreach prior to the City Commission meeting. The applicant is requesting to continue this item to the April 9, 2024, City Commission meeting.



City of Dania Beach Parks & Recreation Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: AMENDMENT TO THE ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR RFQ NO. 2021-024 – CONSTRUCTION MANAGEMENT AT RISK SERVICES – FOR C.W. THOMAS PARK IMPROVEMENTS.

Request:

The Parks and Recreation Department is requesting the adoption of an ordinance to amend the authorization to expend city funds in excess of One Million (\$1,000,000.00) for RFQ NO. 2021-024 – Construction Management at Risk Services – for C.W. Thomas Park Improvements.

Background:

According to City Code; Article III, Section II, the City Commission, on February 8, 2022, passed and adopted Ordinance 2022-010, that authorizes the expenditure of city funds in excess of One Million Dollars for RFQ No. 2021-024 “Construction Management at Risk Services” for C.W. Thomas Park Improvements. The Ordinance limited the expenditures to Eighteen Million One Hundred Thousand Dollars (\$18,100,000.00) as projected during the Parks Master Planning process in 2019.

With the inflation supplies, equipment and services since the parks master plan was completed in 2019, the C.W. Thomas Park Improvements are expected to exceed \$18,100,000. Therefore, the Department is requesting the amendment of Ordinance 2022-010 to allow for project costs to exceed the originally approve \$18,100,000.00.

Budgetary Impact

The funding for the Construction Management at Risk Services is available within the Parks Masterplan Construction Fund and shall be appropriated to Professional Services account number 302-72-03-572-31-10.

Recommendation

It is recommended that the City Commission adopt the ordinance to amend the authorization to expend city funds in excess of One Million (\$1,000,000.00) for RFQ NO. 2021-024 – Construction Management at Risk Services – for C.W. Thomas Park Improvements.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING ORDINANCE 2022-010 AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE WAS PROPOSED TO NOT TO EXCEED THE PROJECT ESTIMATE OF EIGHTEEN MILLION ONE HUNDRED THOUSAND DOLLARS (\$18,100,000.00); TO NOW REFLECT AN EXPENDITURE EXCEEDING \$18,100,000.00 DUE TO THE INFLATION OF SUPPLIES, EQUIPMENT AND SERVICES SINCE THE ORGINAL PROJECT ESTIMATE IN 2019 WHICH EXCEEDS THE MONETARY COST ESTIMATE FROM ORDINANCE 2022-010, TO FUND BID RFQ NO. 2021-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES” FOR C.W. THOMAS PARK IMPROVEMENTS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 8, 2022, the City Commission passed and adopted Ordinance 2022-010, authorizing the expenditure of City Funds exceeding One Million Dollars (\$1,000,000.00), which expenditure was anticipated to not to exceed the project estimate of Eighteen Million One Hundred Thousand Dollars (\$18,100,00.00) to fund BID RFQ No.2021-024 “Construction Management at Risk Services” for C.W. Thomas Park Improvements; and

WHEREAS, after bidding the project, the actual expenditures for the Construction Management at Risks Services expenditures for the C.W. Thomas Park Improvements will exceed the projected and authorized cost estimate approved by Ordinance 2022-010; and

WHEREAS, the City desires to amend Ordinance 2022-010 in order to reflect the project costs exceeding \$18,100,000.00 due to the increased costs of supplies, equipment and services since the original projected project costs when the master plan was approved in 2019 and authorize the City to expend any additional amounts necessary to complete the project which may exceed the bid award amount.

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

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

Section 2. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) per project in connection with the Construction Management at

Risk Services for C.W. Thomas Park Improvements to exceed the amount of \$18,100,000.00 plus additional unforeseen costs necessary to complete the project.

Section 3. That all Ordinances or parts of Ordinances in conflict with the provisions of the Ordinance are repealed.

Section 4. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
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Commissioner Joyce L. Davis	_____	_____
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Commissioner Tamara James	_____	_____
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Commissioner Marco Salvino	_____	_____
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Vice Mayor Lori Lewellen	_____	_____
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Mayor Archibald J. Ryan IV	_____	_____
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ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: TX-096-23: The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) adding electric vehicle (EV) charging station regulations.

Request:

Text Amendment introducing regulations for EV charging stations.

Background:

As more communities are looking toward ways to reduce their reliance on fossil fuels, electrical vehicles have been seen as a sustainable alternative to gasoline-powered engines. Florida currently has the second highest electric vehicle sales in the nation, and this trend is expected to continue to grow. Proper charging station regulations are needed to address the growing transition to electric vehicles, safeguard the public from potential risks and provide for parking and design regulations for the charging stations. These changes are similar to the regulations found in the cities of Pembroke Pines and Plantation.

The regulations will require certain developments to be EV capable by setting numerical requirements for charging stations based on zoning and development typology, and location requirements within site plans. The regulations will require specific signage and markings for all electric vehicle spaces. The requirements of these regulations shall apply to new development, redevelopment, infill development, and any substantial enlargement and/or alteration of structures requiring a public hearing.

On December 20, 2023, the Green Advisory Board discussed the proposed text amendment and are in support of the application.

This application requires the Planning & Zoning Board to make a recommendation to the City Commission. This application will then require two (2) readings at the City Commission.

Budgetary Impact

No fiscal impact to City.

Recommendation

Community Development staff recommend the City Commission approve the new Electric Vehicle Charging Station regulations to the City's Code of Ordinances, Land Development Code on first reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, “LAND DEVELOPMENT REGULATIONS”, OF THE CITY CODE OF ORDINANCES, AT ARTICLE 265, “OFFSITE PARKING REQUIREMENTS”, TO CREATE SECTIONS 268-185 THROUGH 265-189 RELATING TO ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS AND AS A PERMITTED USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to amend the Land Development Code in order to provide for standards relating to electric vehicle charging station standards and requirements, and to include those standards in the City’s Code; and

WHEREAS, the City desires to modify Chapter 28 of the Land Development Regulations to amend Article 265, entitled “Offsite Parking Requirements: in order to include standards and procedures for installing electric vehicle charging stations.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That Chapter 28 of the City’s Code of Ordinances entitled “Land Development Regulations”, to amend Article 265, entitled “Offsite Parking Requirements”, to read as follows:

**CHAPTER 28
LAND DEVELOPMENT REGULATIONS**

* * *

ARTICLE 265. – OFFSITE PARKING REQUIREMENTS

* * *

265.185 – ELECTRIC VEHICLE CHARGING STATIONS AND PARKING SPACES

Sec. 265-185. – Purpose:

The purpose of this section is to provide effective electric vehicle charging abilities throughout the City. Where any other provisions of the City of Dania Beach Code of Ordinances directly conflict with the regulation of electric vehicles (sections 265-185 through 265-189) the regulation of electric vehicles shall be controlled. All operations of electric vehicle charging stations shall comply with applicable Federal, State, and local laws, rules, and regulations. As electric vehicle technology continues to evolve, the City's Community Development Director, or his/her designee will review new systems and other adaptations, as may be required.

Sec. 265-186. – Definitions:

(A) Electric Vehicle. Abbreviated as (EV).

(B) ELECTRIC VEHICLE CHARGING STATION (EVCS) OR CHARGING STATION means an electric vehicle supply equipment station in a private or public parking space that delivers electricity or transfers electric energy to a battery or other energy storage device in an electric vehicle and is classified based on the following levels:

- (1) Level 1 operates on a 15 to 20-amp breaker on a 120-volt AC circuit. Level 1 Electric Vehicle Supply Equipment (EVSE) is found in common low-density residential single-family or duplex homes. On average it takes level 1 charger 40-50+ hours to fully charge a Battery Electric Vehicle (BEV) and 5-6 hours to charge a Plug-in Hybrid Electric Vehicle (PHEV).
- (2) Level 2 operates on a 40 to 100-amp breaker on a 208 or 240-volt AC circuit. Level 2 chargers offer a faster rate of charging and are common in homes, workplaces, and public parking lots. Level 2 chargers can charge a BEV in 5-10 hours and a PHEV in 1-2 hours.
- (3) Level 3 operates on a 60 amp or higher breaker on a 480 volt or higher three-phase circuit with special grounding equipment. Level 3 operates on a direct current as opposed to an alternating current and offers the fastest charging capabilities. With BEV's being charged in 20 minutes to 1 hour. PHEVs currently cannot be charged by level 3 chargers.

(C) OPERATOR means the auto manufacturer representative of an auto manufacturer, representative of an auto manufacturer, developer, shopping center property management company, free-standing building owner, or lessee, responsible for the installation, management, and operation of electric vehicle service and charging stations.

Sec. 265-187. – Applicability:

- (A) The requirements relating to electric vehicles and electric vehicle charging stations of this part shall apply to new development, redevelopment, infill development or substantial enlargement and/or alteration of structures requiring a public hearing. Only new parking spaces added as part of a substantial enlargement or alteration are subject to the requirements of these regulations relating to electric vehicles and electric vehicle charging stations. this subsection.
- (B) ~~EV~~ Electric vehicle charging stations may be located within new or existing enclosed parking garages or within new or existing surface parking areas.

- (C) Operators of electric vehicle charging stations must apply for a business tax receipt in compliance with City Code Chapter 15, unless restricted for private use to employees at no cost to the employee, or if the charging station is located at an owner-occupied single family residential property. All operators of electric vehicle charging stations are required to obtain a building permit for the installation and operation of the charging station.
- (D) ~~EV~~ Electric vehicle charging stations will be considered an accessory and an amenity use when the service is offered free of charge ~~and an accessory use~~. Amenity-use electric vehicle charging stations are permitted within all residential, non-residential, and mixed-use zoning districts.
- (E) For the purposes of minimum parking space calculations, electric vehicle spaces shall count towards meeting a maximum of ten percent (10%) of the minimum parking requirements, rounded down. This shall not apply to freestanding single-family structure.

<u>Required EV Parking Spaces in Future Developments</u>		
<u>Type</u>	<u>EV Capable**</u>	<u>EVSE Installed (threshold)**</u>
<u>Single-Family/Duplex Development</u>	<u>One hundred percent (100%)</u>	<u>N/A</u>
<u>Multifamily Residential, Hotel, Mixed-Use, Parking Structures (except for Affordable or Workforce Housing Garages)</u>	<u>Twenty percent (20%)</u>	<u>Five percent (5%) of the total number of required parking spaces. If five (5) percent calculates to a fractional number, that fractional number must be rounded up to the next higher whole number.</u>
<u>Commercial* (includes Retail, Entertainment, Institutional, Restaurant, Office, Public, Service, and Recreational uses)</u>	<u>Twenty percent (20%)</u>	<u>Five percent (5%) (requirement begins at 250 spaces)</u>
<u>Industrial</u>	<u>Ten percent (10%)</u>	<u>Two percent (2%) (requirement begins at 250 spaces)</u>

Sec. 265-188. – General Requirements:

- (A) Electric Vehicle Parking spaces shall meet all performance standards of this subsection.

- (B) Electrical Vehicle Supply Equipment (EVSE) will be located in parking spaces clearly marked for EV charging and shall be installed per the requirements of the current National Electrical Code, as adopted and amended by the State of Florida.
- (C) Where parking is the primary use of the property, electric vehicles charging stations shall be permitted. For all other uses, electric vehicle charging shall be deemed accessory to the primary use.
- (D) Accessory use electric vehicle charging station parking spaces shall be specifically designated for charging an electric vehicle with a sign referencing F.S. 366.94(3)(a), as may be later amended. One exclusive use parking space, per charging station shall be required adjacent to each charging unit. Under F.S. 366.94(3)(a), it is unlawful for a person to stop, stand, or park a vehicle that is not capable of using an electrical recharging station within any parking space specifically designated as an electric vehicle charging stations.

Sec. 265-189. – Electric Vehicle Charging Station Minimum Requirements:

- (A) Electric Vehicle Charging Station as an Amenity Use – Level 1 and 2
 - (1) Level 1 and 2 electric vehicle charging stations will be considered an amenity use when the service is offered free of charge and shall be subject to the following requirements:
 - (a) Permitted in all zoning districts.
 - (b) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.
 - (c) All equipment components, including but not limited to functioning, shall be maintained at all times.
 - (d) Current contact information, including but not limited to a telephone number for a representative or department of the operator of the charging station shall be posted on each station as a contact to report all issues relating to the particular station.
- (B) Electric Vehicle Charging Station as an Accessory Use – Levels 2 and 3
 - (1) Electric vehicle charging stations will be considered an accessory use when there is a monetary transaction or subscription associated with the service.
 - (2) Level 2 and 3 electric vehicle charging stations shall be permitted to classify as an accessory use and shall be subject to the following requirements:
 - (a) Are permitted in all zones.
 - (b) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for

sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.

- (c) Accessory use of electric vehicle charging stations shall be permitted based on the availability of surplus parking.
 - (d) EVSE must be concealed from the road right of way by landscape or other means and maybe permitted in landscape and utility buffers, subject to prior approval of City staff.
 - (e) All equipment components, including but not limited to functioning shall be maintained at all times.
 - (f) Current contact information, including but not limited to a telephone number for a representative or department of the operator of the charging station shall be posted on each station as a contact to report all issues relating to the particular station.
- (C) Electric Vehicle Service Stations as a Principal Use – Level 3
- (1) Electric vehicle service stations shall be the principal use which shall include but is not limited to the following services: Charging, repair, retail, and maintenance.
 - (a) Permitted operations including charging stations with an output of greater than or equal to 480 volts, lithium-ion car battery replacement, and electric vehicle maintenance.
 - (b) Operators of electric vehicle charging stations must apply for a business tax receipt in compliance with Chapter 15 of the City Code of Ordinances.
 - (c) All equipment components, including but not limited to functioning shall be maintained at all times.
 - (d) All principal operators must have a Lithium-ion battery fire safety plan during the routine annual inspection.
 - (e) An electric vehicle charging station sign shall be posted at the electric vehicle charging station stating, "Electric Vehicle Charging Station." Signs shall be no less than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging). Single-family and duplex stations are not required to meet the MUTCD standards.

Sec. 265-190. – Location:

- (1) Placement or installation of electric vehicle charging equipment must be identified during the site plan approval process.
- (2) EVs charging stations shall not interfere with vehicle, bicycle or pedestrian access and circulation, or with required landscaping, above ground or underground infrastructure.
- (3) EV charging stations shall not be located within dedicated drainage or utility easements.
- (4) EV charging stations for single family locations shall not be permitted in the front of the building.

Sec. 265-191. – Design Standards:

- (1) Charging equipment must be mounted on the wall or on a structure at the end of the electric vehicle parking space provided.
- (2) Charging devices may not be placed within the dimensions of a space or entrance to a space. Electric vehicle parking spaces for non-single family residential use shall be marked by green lines, symbols, or curbs.
- (3) When cords and connectors are not in use, retraction devices and locations for storage shall be located sufficiently above the pedestrian surface and the parking lot to reduce conflicts with pedestrians and vehicle maneuvering.
- (4) Cords, cables, and connector equipment shall not extend across the path of travel in any sidewalk or walkway.
- (5) Equipment mounted on structures such as pedestals, lighting posts, bollards, or other protective devices shall be located in a manner that does not impede pedestrian, bicycle, or transit travel.
- (6) For EV charging stations installed on surface parking lots, all cabinets, switchgear and other transmission equipment (other than charging posts or connectors) related to the station shall be completely enclosed. For EV charging stations installed in enclosed parking garages, all equipment (other than charging posts or connectors) related to the station shall have safety screens around the equipment.
- (7) EV charging stations in residential and mixed-use zoned areas shall be constructed in a manner harmonious with surrounding aesthetics.
- (8) Additional landscape screening may be required for mechanical equipment such as transformers associated with charging equipment, consistent with mechanical equipment screening requirements and the current edition of the Florida Building Code.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

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

Date Rec'd: 12/20/2023

Petition No.: TX-096-23

Other: _____ (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

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

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

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (**circle one**) City of Dania Beach

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: City of Dania Beach

Address of Property Owner: 100 W Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text amendment to the LDC, Chapter 28, to add the regulations and requirements for electronic vehicle charging stations.

*Please provide proposed **Plat Name & Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

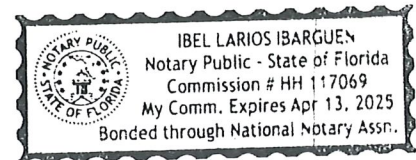
BEFORE ME THIS 20th DAY OF December, 2023

By:

Eleanor Norena.
(Print name of person acknowledging)

(Joint owner signature if applicable)

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



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Authorize the expenditures of City funds exceeding one million dollars (\$1,000,000.00), to fund the Building Department renovation project.

Request:

Authorizing the expenditures of City funds exceeding one million dollars (\$1,000,000.00), which the actual project cost will be determined at bid award to fund the Building Department renovation project.

Background:

On November 8, 2023, the City issued an Invitation to bid ("ITB") No. 2023-023 for "Building Department Renovation Project" and on October 2, 2023, the City received eleven (11) response to ITB No. 2023-023, all of which came in over one million dollars (\$1,000,000.00).

The City Code of Ordinances requires any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) must be approved by ordinance after two (2) advertised public hearings.

Budgetary Impact

The actual project cost will be determined at bid award to fund the Building Department renovation project at the next City Commission meeting.

Recommendation

The Community Development Department is recommending the City Commission approve the ordinance at first reading, authorizing the expenditures of City funds exceeding one million dollars (\$1,000,000.00), to fund the Building Department renovation project.

ORDINANCE NO. 2024-_____

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 THE ACTUAL PROJECT COST WILL BE DETERMINED AT BID AWARD TO FUND THE BUILDING DEPARTMENT RENOVATION PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the Building Department Renovation Project will exceed the monetary threshold of \$1,000,000.00; and

WHEREAS, the project actual expenditure will be determined at the bid award.

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the Building Department Renovation Project.

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

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

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: EXPENDITURE OF CITY FUNDS TO EXCEED \$1M FOR THE HISTORIC
RESTORATION OF THE NYBERG-SWANSON HOUSE PROJECT

Request:

The Public Services Department (PSD) requests expenditure authorization of city funds exceeding \$1 million dollars for the Historic Restoration of the Nyberg-Swanson House Project (Project).

Background:

Nyberg-Swanson House is designated a historic property by the City of Dania Beach and listed on the National Register of Historic Places. The property is scheduled for restoration to its original condition and will also include improvements to its mechanical and plumbing systems.

On December 5, 2023, the City issued an Invitation to Bid for the Historic Restoration of the Nyberg-Swanson House Project. Two bids were received on January 18, 2024. The most responsive and responsible bid is \$1,194,410.28. The City Code requires the City Commission to approve an ordinance authorizing the expenditure of funds exceeding one million dollars. This item will be the second of two readings of the ordinance to authorize the approval of funds for the project.

Budgetary Impact

Funding in the amount of \$1,194,410.28 for this project will be appropriated from the Capital Projects Fund/Infrastructure Improvements other than Bldgs. Account No. 301-18-12-519-63-10.

Recommendation

It is recommended that the City Commission adopt an Ordinance to authorize the expenditure of City funds exceeding \$1 million dollars for the Historic Restoration of the Nyberg-Swanson House Project.

ORDINANCE NO. 2024-_____

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), TO FUND THE HISTORIC RESTORATION OF THE NYBERG-SWANSON HOUSE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance, approve any expenditures of City funds that exceed One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City-issued Invitation to Bid (“ITB”) No. 23-025 for the “Historic Restoration of the Nyberg-Swanson House” (Project) exceeds the monetary threshold of \$1,000,000.00.

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

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

Section 2. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in funding the Project.

Section 3. Funding for this contract will be appropriated from Capital Projects Fund/Infrastructure Improvements other than Bldgs. Account No. 301-18-12-519-63-10.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "Ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Commission Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Vice Mayor Lewellen

SUBJECT: Ordinance Amending Code to Prohibit Camping on Public Property

Request:

To pass on second reading the ordinance amending Chapter 17 relating to prohibiting camping on public property.

Background:

The City has been reviewing best practices across the state relating to homelessness, vagrants, and protection of the City's sidewalks and passages. The proposed amendment to the City's existing camping prohibition is an update that incorporates the terms of the nearly identical City of Orlando camping ordinance, which was upheld by the United States Court of Appeals for the Eleventh Circuit in *Joel v. City of Orlando*, 232 F.3d 1353 (11th Cir. 2000). Courts have held that the prohibition on camping in public places furthers the legitimate governmental interests of protecting the public health and the safety of all persons, maintaining sanitation in public areas, and protecting the aesthetic nature of public areas, among other legitimate governmental interests.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO AMEND THE CITY'S EXISTING PROHIBITION ON CAMPING TO ENSURE THAT THE PROHIBITION AND ENFORCEMENT MEASURES CONTAINED IN THE CODE COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR SUCH ORDINANCES AS SET FORTH BY THE UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT IN *JOEL V. CITY OF ORLANDO*, 232 F.3D 1353 (11TH CIR. 2000); AND UPDATING THE CODE VIOLATIONS RELATING TO CAMPING; REPEALING SECTIONS 17.16 “ARREST AND TRIAL,” 17.15 “VAGRANTS”, AND 17-12.1, “SAME — PROHIBITED GENERALLY”, RELATING TO LOITERING PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the policy of the City of Dania Beach that public property, including, but not limited to, public sidewalks, streets, alleyways, parks, beaches, beach access areas, walkways, pathways, garages, buildings, promenades, and pedestrian malls should be readily accessible and available for use by residents, visitors and the public at large for their safe enjoyment; and

WHEREAS, the use of public areas by individuals for camping interferes with the rights of residents, visitors and the public to freely use public spaces for the purpose for which they were intended; and

WHEREAS, the prohibition on camping in public places in the City furthers the legitimate governmental interest in protecting the public health and the safety of all persons within the City; and

WHEREAS, the prohibition on camping in public places in the City furthers the legitimate governmental interest in maintaining sanitation in these areas; and

WHEREAS, the prohibition on camping in public places in the City furthers the legitimate governmental interest in protecting the aesthetic nature of these areas; and

WHEREAS, the City's beach is its most valuable natural asset; and

WHEREAS, the City's beach is are intended to be used solely for recreational purposes and is not intended to be used for sleeping or camping during nighttime hours when the beach and park is closed to the public; and

WHEREAS, the City's economic well-being is substantially dependent upon tourism which is, in turn, dependent upon maintaining attractive and inviting beach and pier, and permitting persons to sleep or camp upon the City's beach, pier, or parks during nighttime hours will negatively affect the appearance of the City's beach, pier and park; and

WHEREAS, persons asleep or camping on City beach, pier or parks during nighttime hours are exposed to the risk of harm from others or from the elements; and

WHEREAS, prohibiting persons from sleeping or camping upon the City's beach, pier or parks during nighttime hours will promote the public health, safety and welfare; and

WHEREAS, the prohibition on camping in public places in the City furthers other legitimate governmental interests that have been recognized by the state and federal courts; and

WHEREAS, this amendment to the City's existing camping prohibition ensures that the prohibition and enforcement measures contained herein comply with constitutional requirements for such ordinances as set forth by the United States Court of Appeals for the Eleventh Circuit in *Joel v. City of Orlando*, 232 F.3d 1353 (11th Cir. 2000).

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 17, entitled “Offenses – Miscellaneous” of the City’s Code of Ordinances, at Article I, “In General”, is amended to read as follows:

**CHAPTER 17
OFFENSES – MISCELLANEOUS**

ARTICLE 1. IN GENERAL

Sec. 17-11.3 Reserved. – Camping prohibited; indicia of camping.

(1) For the purposes of this section, "camping" is defined as:

(a) Sleeping or otherwise being in a temporary shelter out-of-doors:

(b) Sleeping out-of-doors; and/or

(c) Cooking over an open flame or fire out-of-doors.

(2) Camping is prohibited on all public property, except as may be specifically authorized by the appropriate governmental authority.

(3) Camping is prohibited on all private property in the City used for residential purposes; provided, however, that camping is permitted on such property with the permission and consent of the property owner.

(4) Indicia of camping. Local court rulings have held that in order to "camp", the suspect must do more than simply fall asleep on City property. There must be some indication of actual camping. One or more of the following should exist before an arrest under this section is appropriate:

(a) the property must be private or public property, including but not limited to highway overpasses and parking lots;

(b) the suspect is inside a tent or sleeping bag, or the suspect is asleep atop and/or covered by materials (i.e. bedroll, cardboard, newspapers), or inside some form of temporary shelter (except that an individual on a public beach during operational hours shall not be charged under this ordinance unless the officer identifies evidence that the beach is being used as a living space rather than for its intended purpose);

(c) the suspect has built a campfire; or

(d) the suspect is asleep and when awakened volunteers that he has no other place to live. If a law enforcement officer or other authorized official encounters a person engaged in camping who volunteers that he or she has no home or other permanent shelter, he or she must be given an opportunity to voluntarily enter a homeless shelter or similar facility within Broward, if available to that person, or to accept other available government assistance for which the person is eligible that would result in housing, including, but not limited to, mutually consensual reunification with family or friends in any location, or consensual placement in any other appropriate facility that provides housing within Broward County. If no homeless shelter or other facility, or government assistance, that would result in immediate housing, is available for which the person is eligible, an arrest may not be made.

(e) Upon arrest, evidence of camping (sleeping bags, bedroll, cardboard, newspapers, etc.), should not be destroyed, but should be seized and placed in the Police Department's Property and Evidence

rooms for safekeeping. Other personal property of the Defendant, which is not evidence, should be taken to the appropriate Broward County jail with the Defendant.

(5) Violation of this section shall be punished in accordance with section 1-8 of the City Code.

* * *

Sec. 17-12.1. Same—Prohibited generally.

~~(a) — *Purpose.* This measure is adopted by the City commission in response to an increasing permanent population of loiterers within certain areas of the City, which loiterers are causing fear and danger to Dania tourists and residents. The City commission, based on information from law enforcement officers and citizens, finds that there is within the City a population of loiterers who persist in obstructing pedestrian traffic, engaging in rude and offensive language, drunkenness and drug abuse, and that the presence of such persons prevents the police department from investigating and solving crimes within the City.~~

~~(b) — *Statement of authority.* The commission of the City of Dania enacts the following measure to protect life and property, pursuant to Chapter 166, Florida Statutes 1979 ("The Municipal Home Rule Powers Act"), and Part 1, Article 3 of the Charter of the City of Dania.~~

~~(c) — *Prohibitions.* No person shall prowl, sleep, loiter, stand, wander or congregate on the streets, sidewalks, beaches, parks, thoroughfares, piers, places of public amusement, or other public places, or in public entrances to private establishments, within the City of Dania, Florida:~~

~~(1) — So as to obstruct or impede pedestrian or vehicular traffic in a manner endangering public safety or threatening a breach of the peace;~~

~~(2) — In a manner warranting reasonable concern for the safety or security of persons or property in the vicinity;~~

~~(3) — After being reasonably requested by a police officer to disperse or move, when the failure to so comply reasonably threatens public safety or convenience;~~

~~(4) — Without apparent reason and refuse to identify himself or herself or account for his or her conduct when requested to do so by a police officer, under circumstances giving rise to reasonable suspicion that the person is engaged in or planning a crime or constitutes a threat to public peace or the personal safety or property of others; provided, however, that a mere refusal to identify himself or herself or account for his or her conduct shall not be sufficient grounds for arrest.~~

~~(d) — *Enforcement.* This section shall be enforced by, and the term "police officer" shall in this section mean and include, any sworn member of the police department of this municipality. No person shall be convicted under subsection (c)(4) of this section if the person reasonably attempted~~

to identify himself or to explain his conduct or to dispel any concern for the safety and security of persons and property in the vicinity.

(e) — *Penalties.* Every person who is convicted for a violation of this section shall be punished by imprisonment for up to sixty (60) days or by a fine of up to five hundred dollars (\$500.00), or both.

Editor's note(s) — Ord. No. 271, §§ 1—5, enacted July 28, 1981, was nonamendatory of the Code; hence, codification as § 17-12.1 has been at the editor's discretion.

Cross reference(s) — Loiterers and suspicious persons, § 17-5(c); vagrants, § 17-5(d).

* * *

Sec. 17-15. Reserved. Vagrants—Defined.

~~Rogues and vagabonds; idle or dissolute persons who go about begging; common gamblers; persons who use juggling or unlawful games or plays; common pipers and fiddlers; common drunkards; common nightwalkers; thieves and pilferers; traders in stolen property; lewd, wanton and lascivious persons in speech or behavior; keepers of gambling places; brawlers; persons who neglect their calling or employment, and misspend what they earn and do not provide for themselves or for the support of their families; persons wandering from place to place, who are able to work and who are without means, and who neglect to earn their support and live by pilfering and begging; idle and disorderly persons, including therein those who neglect all lawful business and habitually spend their time frequenting houses of ill fame, gambling houses or tippling shops; persons who are able to work but who are habitually idle and live upon the earnings of their wives or minor children; and all able-bodied male persons over eighteen (18) years of age who are without means of support, and whose parents or guardians are unable to support them, and who are not usually in attendance upon school or educational institution, but who live in habitual idleness, are declared to be vagrants, and shall be punished as provided in this Code.~~

Note(s) — As to probable invalidity of this section, see annotation to section 17-6 and the case there cited.

Sec. 17-16. Reserved. Same—Arrest and trial.

~~Upon proper information made upon oath before an officer authorized to act in such cases he shall issue his warrant for the arrest of any person therein named or described who is charged therein with being a vagrant under the provisions of section 17-15, and such warrant shall be executed by any police officer duly authorized thereto by the officer issuing such warrant. Any police officer may arrest any vagrant described in section 17-15 without a warrant in case delay in procuring one would probably enable such alleged vagrant to escape arrest. Any person so arrested by virtue of a warrant or without a warrant shall be given a speedy trial, and upon conviction shall be punished as provided in section 1-8 of this Code.~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Commission Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Commissioner James

SUBJECT: Ordinance Amending Chapter 16 Precluding Vacation Rental use of Recreational Vehicles

Request:

To pass on second reading the ordinance amending chapter 16, ‘Vacation Rentals’ to preclude the use of RV’s for long term rental or short term rentals.

Background:

The City has had several complaints from single family districts that an RV or camper parked in a driveway is being lived in. This amendment clarifies the City’s Code to clearly indicate that all mobile living units (mobile homes and recreational vehicles) that can be parked or stored at single family home parcels cannot be used for long term or short term rental use. This regulation does not apply to mobile home parks.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, "VACATION RENTALS", AT SECTION 16-2, ENTITLED "VACATION RENTALS"; AMENDING SECTION 105-110, ENTITLED "PARKING AND STORAGE OF MOBILE LIVING UNITS", AND SECTION SEC. 105-140, ENTITLED "RESTRICTIONS ON PARKING COMMERCIAL AND RECREATIONAL VEHICLES IN RESIDENTIAL AREAS" TO CLARIFY THAT MOBILE HOMES OR RECREATIONAL VEHICLES (MOBILE LIVING UNITS) CANNOT BE LEASED FOR SHORT TERM OR LONG TERM RENTALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to clarify the code to clearly state that all mobile living units (mobile homes and recreational vehicles) cannot be lived in nor rented for short term or long term rentals; and

WHEREAS, the City desires to update the code to try to protect the health, safety and welfare of the residents from criminals intending to use vacation rental properties for criminal purposes;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That the following section of the City's Code of Ordinances is hereby amended to read as follows:

* * *

CHAPTER 16

VACATION RENTALS

* * *

Sec. 16-2. Vacation rentals.

- (a) *Applicability.* This chapter shall apply to a vacation rental, as defined in section 16-1, of a single-family dwelling, a two-family dwelling, a three-family dwelling, or a four-family dwelling. This chapter shall not apply to vacation rentals within a multi-family residential building, or a group of multi-family residential buildings, which includes more than four (4) individual dwelling units within such building or group of buildings. It is unlawful to use a mobile living unit (mobile home or recreational vehicle) for vacation rental use, or for short term or long term rental use.
- (b) *Vacation rentals prohibited unless in compliance with this chapter.* No person shall rent or lease all or any portion of a dwelling unit as a vacation rental as defined in section 16-1 without first (i) obtaining a business tax receipt from the city pursuant to chapter 15 of the Code, and (ii) complying with the regulations contained in this chapter. No person shall allow occupancy or possession of all or any portion of a dwelling unit as a vacation rental if the dwelling is in violation of any zoning, building, housing, density, life/safety and fire codes or regulations.

* * *

Sec. 105-110. Parking and storage of mobile living units.

- (A) *[Definition.]* As used in this section, the term "mobile living unit" shall mean and refer to mobile homes and house trailers.
- (B) *[Restrictions, exceptions.]* It shall be unlawful to park, store or place any mobile living unit at any site within the city, other than as follows:
 - (1) As provided in subsection (C), below;
 - (2) At a trailer park that holds a valid business tax receipt;
 - (3) As a temporary use pursuant to section 675-20 (Temporary uses), for a period of time not exceeding seven (7) days' duration, provided that mobile living units converted and used exclusively as a construction office may be permitted as a temporary use for the duration of an active building permit for construction of a nonresidential principal building or expansion of such nonresidential principal building, and residential construction for three (3) or more dwelling units on a single lot or adjoining lots; or
 - (4) In any other manner for a period of more than six (6) consecutive hours, provided that such parking, storage or placement is not prohibited under another section of the code of ordinances.
- (C) *Exemption for sales lots.* The provisions of this section shall not apply to unoccupied mobile living units stored on the lots of trailer sales operators that hold a valid business tax receipt within the city where such unoccupied mobile living units are being held for sale.
- (D) *[Natural disasters.]* Notwithstanding subsection (B), the city manager may authorize temporary placement of mobile homes or other temporary housing within any zoning district following a natural disaster.
- (E) It is unlawful to use a mobile living unit for vacation rental use, or for short term or long term rental use.

* * *

Sec. 105-140. Restrictions on parking commercial and recreational vehicles in residential areas.

The following restrictions apply to the parking of commercial vehicles, recreational vehicles, special purpose vehicles, trailers, utility trailers or boats (collectively referred to as "regulated vehicles" only for the purpose of this section and section 105-130):

- (A) Every regulated vehicle permitted in residential areas, except special purpose vehicles and except those regulated vehicles that are parked and stored within a completely enclosed building, shall have affixed onto the vehicle a currently valid license tag or decal and vehicle inspection sticker registered to the vehicle.
- (B) All regulated vehicles shall be parked or stored with all wheels and tires mounted and inflated and shall be maintained in a movable condition. No regulated vehicle shall be supported to any degree by concrete blocks, jacks or any other means of support, except for:
 - (1) A truck-camper unit that has its own jack and is a structure designed to be mounted upon and carried by another vehicle; and
 - (2) A recreational trailer that may be supported by an attached tongue.
- (C) Any wrecked, partially dismantled or rusted-out vehicles must be stored within a completely enclosed building.
- (D) Nothing in this section shall prohibit any person from making minor repairs to a vehicle on their own property, when such repairs are completed within a twenty-four-hour period.
- (E) No regulated vehicle shall be used as an accessory building, or for storage, or occupied in any manner, or connected to any utility or electrical service, except as necessary to perform minor or emergency repairs to such vehicle, and except for recharge of batteries. Nothing in this subsection shall prohibit the owner of a recreational vehicle, in an emergency situation, from temporarily residing in the recreational vehicle on the owner's property. However, in no event shall the recreational vehicle be used as a temporary residence for more than forty-eight (48) hours.
- (F) An opaque fence or hedge measuring six (6) feet in height shall be installed and maintained to enclose all yards within which any regulated vehicle is parked or stored. Any hedge must [be] selected and maintained to achieve the required height within two (2) years of planting and shall be planted in compliance with subsection 275-190(I)(4), which governs the installation of shrubs.
- (G) It is unlawful to use a mobile living unit for vacation rental use, or for short term or long term rental use.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Commission Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Vice Mayor Lori Lewellen

SUBJECT: Ordinance Amending Code to Prohibit Blocking Sidewalks

Request:

To pass on second reading the ordinance amending Chapter 17 relating to prohibiting the blocking of sidewalks and passageways.

Background:

The Community Development Department (the “Department”) staff has evaluated existing parking violation fines/penalties and have determined that an update to the fine schedule should be made as well as to how to assess the fine for larger vehicles (trailer, and mobile living unit, which include recreational vehicles, or vessels) parked on the street in residential districts where it is prohibited to park. Passenger vehicles are fined \$35.000 for parking improperly on the street in the residential districts. As the identified larger vehicles (RVs, Trucks, boats, etc.) are larger, and take up more space on the street, they should be subject to a greater fine as identified in Section 2-58 of the City’s Code of Ordinances. The fine for these vehicles shall be \$100.00, per 24 hour period.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 25, ENTITLED “TRAFFIC”, AT ARTICLE III, ENTITLED “PARKING, STOPPING AND STANDING”, DIVISION 1, ENTITLED “GENERALLY”; AT SECTION 25-48, ENTITLED “PARKING NOT TO OBSTRUCT TRAFFIC”; SECTION 25-66, ENTITLED “PARKING PROHIBITED AT CERTAIN LOCATIONS”; TO CLARIFY THAT TRAILERS, MOBILE LIVING UNITS, TRUCK OVER ONE TON IN WEIGHT, OR ANY VESSEL PARKED IMPROPERLY SHALL BE SUBJECT TO A GREATER FINE THAN A PERSONAL VEHICLE; AND RESEEVING SECTION 25-79, CURRENTLY ENTITLED “FINES”; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department (the “Department”) staff has evaluated existing parking violation fines/penalties and have determined that an update to the fine schedule should be made as well as to how to assess the fine for larger vehicles as defined below; and

WHEREAS, the City has determined that any trailer, mobile living unit (including but not limited to a recreational vehicle), truck over one ton in weight, or vessel parked improperly shall be subject to a greater fine as identified in Section 2-58 of the City’s Code of Ordinances, due to the greater size, or length of same; and

WHEREAS, the proposed fine/civil penalty schedule is reasonable, and the City Commission deems it to be in the best interest of the City to adopt the foregoing amendments.

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

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

Section 2. That Chapter 25, entitled “Traffic”, at Article III, entitled “Parking, Stopping And Standing”, at Section 25-79, entitled “Fines” to update the fine schedule; is amended as follows:

CHAPTER 25

TRAFFIC

ARTICLE III. PARKING, STOPPING AND STANDING.

* * *

DIVISION 1. – GENERALLY.

* * *

Sec. 25-48. - Parking not to obstruct traffic.

Where streets are not completely paved or curbs provided, the parking of any motor vehicle shall not usurp any of the traveled portion of the street. Any trailer, mobile living unit (including but not limited to a recreational vehicle), truck over one ton in weight, or vessel parked improperly shall be subject to a greater fine as identified in Section 2-58, of the City's Code of Ordinances, per 24 hour period, due to the greater obstruction of the roadway due to size, or length of same.

Sec. 25-66. - Parking prohibited at certain locations.

(a) It shall be unlawful for any vehicle owner to park, stop, store or to permit parking, stopping or storing of a motor vehicle, mobile living unit (including but not limited to a recreational vehicle), boat, trailer, or other type of vehicle, as defined in this chapter, upon any public or private yard, grass area, unpaved area, sidewalk, curb, unpaved portion of public right-of-way or other unapproved parking area unless it is parked on a paved and properly permitted driveway or parking lot that provides access to a carport or garage that is incorporated into a main structure or that provides access to a parking area located entirely within the side or rear yard or provides access to a business.

(b) For the purposes of this section, parking in the front yard shall not be prohibited if the vehicle is parked for the limited purpose of loading, unloading or washing. This exception shall apply only while the owner or operator of the motor vehicle is actively engaged in the task, and in no event shall this exception apply for more than three (3) hours in any given twenty-four-hour period.

(c) This section shall not apply to authorized emergency vehicles parked while emergency personnel are responding to a call or otherwise rendering assistance. Authorized emergency vehicles shall include police and fire vehicles, as well as ambulances and hearses.

(d) Locations granted a variance for parking in the front yard or that are recognized as having a legal existing nonconforming parking surface shall be deemed to be in compliance with this section.

(e) Any trailer, mobile living unit (including but not limited to a recreational vehicle), truck over one ton in weight, or vessel parked improperly shall be subject to a greater fine as identified in Section 2-58 of the City's Code of Ordinances, per 24 hour period, due to the greater obstruction of the roadway due to size, or length of same.

* * *

Sec. 25-79. Reserved. Fines.

~~The following fines payable to the city are established for improper parking within city limits:~~

- ~~(a) *Restricted parking:* Any person parked or found in violation of sections 25-86(a), 25-86(e), 25-87, 25-88, 25-45(i), 25-43, 25-57, 25-50, 25-123, 25-45(a) — (e), or 25-63 shall be liable for payment of a fine of thirty-five dollars (\$35.00).~~
- ~~(b) *Improper parking:* Any person parked or found in violation of sections 25-51, 25-120, 25-45(g), 25-47, 25-52, 25-53 or 25-54 shall be liable for payment of a fine of thirty-five dollars (\$35.00).~~
- ~~(c) *Prohibited parking:* Any person parked or found in violation of sections 25-41, 25-49, 25-44, 25-45(d), 25-45(f), 25-45(h), 25-59, 25-48, 25-45(i) or 25-55 shall be liable for payment of a fine of thirty-five dollars (\$35.00).~~
- ~~(d) *Hazardous parking/private lands parking:* Any person parked or found in violation of sections 17-14, 25-104, 25-107, 25-121, 25-122, 25-58, 25-64, 25-65, 25-66, 25-67, 25-56, 25-60, 25-61, 25-45(a), (e) or 25-62 shall be liable for payment of a fine of thirty-five dollars (\$35.00).~~
- ~~(e) *Disabled parking:* All persons parked or found in violation of section 25-46 shall be liable for payment of a fine of two hundred fifty dollars (\$250.00).~~
- ~~(f) *Surcharge for school crossing guard program:* In addition to the fines provided for in this section, a five dollar (\$5.00) surcharge to provide funds for the city's school crossing guard program shall be added to each fine imposed for each parking violation, as authorized by state law.~~
- ~~(g) *General penalty:* In this chapter, where no specific penalty is provided, and an act is prohibited or declared to be unlawful or identified as an offense, or whenever in this chapter the doing of an act is required or the failure to do an act is declared to be unlawful, the violator of any applicable provision shall be liable for payment of a fine of thirty-five dollars (\$35.00).~~

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Commission Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Vice Mayor Lori Lewellen

SUBJECT: Ordinance Amending Code to Prohibit Blocking Sidewalks

Request:

To pass on second reading the ordinance amending Chapter 17 relating to prohibiting the blocking of sidewalks and passageways.

Background:

The City has been reviewing best practices across the state relating to homelessness, vagrants, and protection of the City's sidewalks and passages. The City has a strong interest in protecting the health, safety and welfare of the general public, by providing residents and visitors the right and ability to move freely and safely through the City. Sidewalks, streets, alleys, beach walks, and beach entrances play a vital role in city life as conduits for pedestrian movement and access, enhancing connectivity and promoting walking throughout the City. Safe, accessible, and well-maintained sidewalks, streets, alleys, beach walks, and beach entrances are a fundamental and necessary foundation for cities, and have been found to enhance general public health and maximize social capital. When an individual's path is blocked on the sidewalks, streets, alleys, beach walks, and beach entrances it can force them onto the street or other dangerous terrain where there is a risk of death or injury. Pedestrians killed while walking along the roadway account for many incidents of traffic fatalities resulting from collisions between motor vehicles and pedestrians.

In order to advance the foregoing objectives, the proposed ordinance creates new City Code Section 17-11 and mandates that any person who, stands, sits, lies, or places an object in such manner as to block passage by another person or to require another person to take evasive action to avoid physical contact, or who, after being ordered to move by law enforcement officers, remains in or on any public sidewalk, street, alley, beach walk, or beach entrance in such a manner as to block or impair movement of vehicles or pedestrians shall be guilty, pursuant to this Section, of the offense of Obstructing of Pedestrian and Vehicular Traffic.

The proposed Ordinance also contains express constitutional protections, at subsection (b), providing that acts authorized as an exercise of one's First Amendment right to demonstrate, picket or to legally protest shall not constitute Obstructing of Pedestrian and Vehicular Traffic unless a nearby adequate and available alternative forum is offered and provided, to which the subject or subjects refuse to move.

By way of illustration, a person or persons blocking or impairing movement of vehicles or pedestrians on any public sidewalk, street, alley, beach walk, or beach entrance while exercising their First Amendment right to protest demonstrate, picket or to legally protest should be offered access to an adjacent or nearby public park, if one exists and is available, where they can exercise their First Amendment rights without blocking or impairing movement of vehicles or pedestrians. Only if those person or persons refuse to move to such a park or other offered forum where their activities will not block or impair movement of vehicles or pedestrians on any public sidewalk, street, alley, beach walk, or beach entrance may an arrest be made.

The proposed Ordinance also provides, at subsection (c), that anyone performing acts with a valid permit are allowed.

Finally, the proposed Ordinance establishes, at subsection (4), that violations are punishable by a maximum of 60 days in jail and/or a maximum \$500 fine (referencing Section 1-8 of the City's Code). However, if the subject identifies themselves as homeless, the opportunity to enter a homeless shelter, or other immediate housing, must be offered and refused before an arrest may be effectuated.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES – MISCELLANEOUS” IN ORDER TO SUBSTANTIALLY MODIFY SECTION 17-11, ENTITLED, “RESERVED TO PROVIDE FOR REGULATIONS RELATING TO “OBSTRUCTING OF PEDESTRIAN AND VEHICULAR TRAFFIC” IN ORDER TO PROHIBIT SAME; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, sidewalks, streets, alleys, beach walks, and beach entrances play a vital role in city life as conduits for pedestrian movement and access, enhancing connectivity and promoting walking throughout the City; and

WHEREAS, safe, accessible, and well-maintained sidewalks, streets, alleys, beach walks, and beach entrances are a fundamental and necessary foundation for cities, and have been found to enhance general public health and maximize social capital; and

WHEREAS, when an individual’s path is blocked on the sidewalks, streets, alleys, beach walks, and beach entrances it can force them onto the street or other dangerous terrain where there is a risk of death or injury; and

WHEREAS, pedestrians killed while walking along the roadway account for many incidents of traffic fatalities resulting from collisions between motor vehicles and pedestrians; and

WHEREAS, the City of Dania Beach seeks to provide citizens and visitors the right to move freely and safely through the City.

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

Section 1. That the preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 17, entitled “Offenses – Miscellaneous”, of the City’s Code of Ordinances, is amended to read as follows:

CHAPTER 17
OFFENSES – MISCELLANEOUS

ARTICLE 1. IN GENERAL

17.11 ~~Reserved.~~ Obstructing Of Pedestrian And Vehicular Traffic Prohibited

(1) Any person who, stands, sits, lies, or places an object in such manner as to block passage by another person or to require another person to take evasive action to avoid physical contact, and who, after being ordered to move by law enforcement officers, remains in or on any public sidewalk, street, alley, beach walk, or beach entrance in such a manner as to block or impair movement of vehicles or pedestrians shall be guilty, pursuant to this Section, of the offense of Obstructing of Pedestrian and Vehicular Traffic.

(2) Protected activities. Acts authorized as an exercise of one's First Amendment right to demonstrate, picket or to legally protest shall not constitute Obstructing of Pedestrian and Vehicular Traffic unless a nearby adequate and available alternative forum is offered and provided, to which the subject or subjects refuse to move. As an illustration only, a person or persons blocking or impairing movement of vehicles or pedestrians on any public sidewalk, street, alley, beach walk, or beach entrance while exercising their First Amendment right to protest demonstrate, picket or to legally protest should be offered access to an adjacent or nearby public park, if one exists and is available, where they can exercise their First Amendment rights without blocking or impairing movement of vehicles or pedestrians on any public sidewalk, street, alley, beach walk, or beach entrance. Only if those person or persons refuse to move to such a park or other offered appropriate alternative forum where their activities will not block or impair movement of vehicles or pedestrians on any public sidewalk, street, alley, beach walk, or beach entrance may an arrest be made.

(3) Permitted Activities. Acts authorized by a permit duly issued by a lawful authority shall not constitute a violation of this Section.

(4) Enforcement. Violation of this Section shall be enforced pursuant to Section 1-8 of the City Code. If a law enforcement officer or other authorized official encounters a person violating this Section who volunteers that he or she has no home or other permanent shelter, he or she must be given an opportunity to voluntarily enter a homeless shelter or similar facility within Broward County, if available to that person, or to accept other available government assistance for which the person is eligible that would result in housing, including, but not limited to, mutually consensual reunification with family or friends in any location, or consensual placement in any other appropriate facility that provides housing within Broward County. If no homeless shelter or other facility, or government assistance, that would result in immediate housing, is available for which the person is eligible, an arrest may not be made.

* * *

Section 3. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____
Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Commission Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney on behalf of Vice Mayor Lewellen

SUBJECT: Ordinance Amending Chapter 16 Relating to Suspension or Revocation of Short-Term Rental Certificates

Request:

To pass on second reading the ordinance amending chapter 16, ‘Vacation Rentals’, at Section 16-3.

Background:

The City, through the efforts of Vice Mayor Lewellen, is looking to update Section 16-3 of the City’s Code relating to revocation or suspension of a vacation rental certificate due to criminal activity on the premises. The City has seen an uptake in criminal activity centered out of vacation rental units, in particular in the Western portion of the City, and involving weapons.

The City desires to update the code to try to protect the health, safety and welfare of the residents from criminals intending to use vacation rental properties for criminal purposes. The proposed language is below:

The reporting by the Broward Sheriff’s Office (BSO)/police department, or code compliance department of two or more incidents in a 12 month period of misdemeanor or any felony activities at the vacation rental property by a property owner, tenant or visitor/licensee, resulting in a police incident report that the activities also caused a disturbance of the neighborhood will provide a basis for suspension or revocation of a vacation rental certificate. Conviction or nolle prosecution of the misdemeanor or felony activities of the property owner, tenant, licensee, is not needed to support the suspension or revocation. Rather, the testimony of the officer that the misdemeanor or felony activities resulted in a disturbance of the quiet enjoyment or safety of the neighborhood shall be sufficient support of the city manager’s decision to suspend or revoke a vacation rental certificate.

Budgetary Impact

No budgetary impact anticipated.

Recommendation

That the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 16, "VACATION RENTALS", AT SECTION 16-3, "REVOCATION, SUSPENSION OR TRANSFER OF VACATION RENTAL CERTIFICATE", TO PROVIDE AN ADDITIONAL BASIS FOR REVOCATION OR SUSPENSION, AND TO GENERALLY PROVIDE A CLEAN UP OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission desire to update its regulations as to vacation rental revocation or suspension of a vacation rental certificate due to criminal activity on the premises; and

WHEREAS, the City has seen an uptake in criminal activity centered out of vacation rental units; and

WHEREAS, the City desires to update the code to try to protect the health, safety and welfare of the residents from criminals intending to use vacation rental properties for criminal purposes.

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2 That the following sections of the City's Code of Ordinances are hereby amended to remove all reference to the obsolete terms of "civil service" and "classified services" and generally provide a clean-up of the Code, as follows: to read as follows:

* * *

CHAPTER 16

VACATION RENTALS

* * *

Sec. 16-3. Revocation, suspension or transfer of vacation rental certificate.

- (a) Violation of section 16-2, after proper notice and hearing, shall provide a basis for revocation or suspension of a vacation rental certificate. Additionally, the reporting by the Broward Sheriff's Office (BSO)/police department, or code compliance department of two or more

incidents in a 12 month period of misdemeanor or any felony activities at the vacation rental property by a property owner, tenant or visitor/licensee, resulting in a police incident report that the activities also caused a disturbance of the neighborhood will provide a basis for suspension or revocation of a vacation rental certificate. Conviction or nolle prosecution of the misdemeanor or felony activities of the property owner, tenant, licensee, is not needed to support the suspension or revocation. Rather, the testimony of the officer that the misdemeanor or felony activities resulted in a disturbance of the quiet enjoyment or safety of the neighborhood shall be sufficient support of the city manager's decision to suspend or revoke a vacation rental certificate.

- (1) *Suspension.* The city manager may suspend the vacation rental certificate for a specific period of time not to exceed six (6) months, or until certain conditions have been complied with or violations cured.
- (2) *Revocation.* The city manager may revoke the vacation rental certificate. After revocation of a property owner's vacation rental certificate, the owner shall not reapply for a vacation rental certificate for any dwelling unit in the city until the basis for the revocation has been resolved and in no event prior to six (6) months following the date of revocation.
- (3) *Penalty.* If the property owner, after such revocation or suspension, thereafter continues to allow vacation rental use of the dwelling unit, each day of continued use shall be a continuing violation subject to a fine up to the maximum permitted by law per day, of up to \$5,000, per day, per violation, which fine shall result in a lien upon the vacation rental dwelling unit or other property of the owner as otherwise provided in this Code.
- (b) *No limitation of remedies.* Nothing in this chapter shall limit the city from enforcement of its Code, state or federal law by any other legal remedy available to the city. Nothing in this chapter shall be construed to limit or supplant the power of the inspector(s), code enforcement officer or code enforcement special magistrate under the city's ordinances, rules and regulations and the authority granted under state law, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance as defined under state law or the city's ordinances, codes or regulations or to abate a nuisance by any other lawful means or proceedings.
- (c) *Sale or transfer of dwelling unit used for vacation rentals.* Whenever a dwelling unit used for vacation rentals is sold or otherwise changes ownership and the new owner desires to use the unit for vacation rentals, the new owner must, prior to allowing any vacation rental use of the unit:
 - (1) Schedule and obtain an inspection of the dwelling unit with the code compliance unit; and
 - (2) Apply for a vacation rental certificate for the vacation rental use.
- (d) *Rules and procedures.* The city manager or designee may create rules and procedures to assist in the implementation of this chapter, including but not limited to a timeline and procedure for all existing vacation rentals to apply for and obtain their first vacation rental certificate pursuant to this chapter in a manner consistent with available staff resources.

- (e) *Appeals.* A revocation or suspension of the vacation rental certificate, or of vacation rental agent status, by the city manager may be appealed to the city commission, as provided in this subsection.
- (1) *Applicability.* The owner of vacation rental property may file an appeal of a revocation or suspension of a vacation rental certificate. A person may file an appeal of a revocation or suspension of his or her vacation rental agent status.
 - (2) *Filing of appeal.* The appeal shall be filed within thirty (30) days of receiving notice of the revocation or suspension by certified mail, in a form specified by the city and accompanied by an application fee in an amount to be determined by resolution of the city commission. Failure to file an appeal within thirty (30) days shall constitute a waiver of all rights to appeal the revocation or suspension.
 - (3) *Notice and scheduling of appeal hearing.* The public hearing on the appeal shall be scheduled for the first available city commission meeting following completion of the city's review and evaluation of the application or such other time as is mutually agreed upon between the applicant and the city manager. If the appeal involves a vacation rental certificate, the property owner shall be responsible for providing mailed notice of the hearing to all property owners located within three hundred (300) feet of the vacation rental property.
 - (4) *Appeal hearing.* At the public hearing, the city commission shall consider the appeal application, the relevant support materials, the city manager's recommendations, and public testimony given at the hearing. If, at any time during the public hearing, the city commission determines that the appeal is based upon incomplete or inaccurate information or misstatements of fact, it may deny the appeal or refer the application back to the city manager for further review and revised recommendations. The city commission shall presume the original decision of the city manager was correct and shall only overturn such decision where there has been an error of fact or law. At the close of the public hearing, the city commission, by not less than a majority of the quorum present, shall approve a resolution granting, granting with conditions, or denying the appeal.
 - (5) *Judicial relief.* The applicant, or any aggrieved person who has opposed the appeal at the public hearing, may appeal the decision of the city commission by filing a petition for writ of certiorari in the circuit court in and for Broward County, in accordance with the procedures provided by the Florida Rules of Civil Procedure and the Florida Rules of Appellate Procedure.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

ATTEST:

ELORA RIERA
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Ordinance amending the City Code relating to Code Fines

Request:

To pass on second reading the ordinance amending Chapter 2, Section 2-58 relating to updating the City's Code fine schedule and updating section 2-72, which delineates the chapters of the City's Code that the Special Magistrate can enforce.

Background:

Certain sections of Chapter 5, 17, 20, and 21 list specific fines. However, two years ago, the City adopted a fine schedule in Section 2-58. In order to facilitate ease of use, and to ensure that all fines are located in one place, the fines contained in those chapters are stricken and are added to Section 2-58 of the City's Code, which contains the City's fine schedule. Additionally, section 2-72 is being updated to include all the Code Chapters that the Special Magistrate can enforce. It appears that this section of the Code has not been updated in many years.

Budgetary Impact

None

Recommendation

The Community Development Department recommends the City Commission approve the ordinance on second reading.

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION”, ARTICLE III, ENTITLED “SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE ENFORCEMENT CITATION PROGRAM”, AT SECTION 2-58, ENTITLED “SCHEDULE OF CODE ENFORCEMENT FINES/CIVIL PENALTIES” TO UPDATE THE SCHEDULE OF FINES; AMENDING Article IV, “CODE ENFORCEMENT”, AT SECTION 2-72, “APPLICABILITY” TO UPDATE THE LIST OF CHAPTERS ENFORCED BY THE SPECIAL MAGISTRATE; PROVIDING FOR CODIFICATION, PROVIDING FOR CODIFICATION, CONFLICTS; SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, in 2022, established fine/civil penalty schedule , which is assessed in a consistent and fair process; and

WHEREAS, the City desires to update the fee schedule to include traffic related and water and sewer related violations; and

WHEREAS, the proposed fine/civil penalty schedule is reasonable and in attached as Exhibit “A” and is incorporated into this Resolution by this reference and the City Commission deems it to be in the best interest of the City to amend its fine schedule.

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

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

Section 2. That Chapter 2, entitled “Administration”, Article III, entitled “Supplemental Code Enforcement Procedures; Code Enforcement Citation Program”, at Section 2-58,, is amended as follows:

* * *

**CHAPTER 2,
ADMINISTRATION**

* * *

**ARTICLE III- SUPPLEMENTAL CODE ENFORCEMENT PROCEDURES; CODE
ENFORCEMENT CITATION PROGRAM**

* * *

Section 2-58 Schedule Of Code Enforcement Fines/Civil Penalties

(h) In the table below each type of violation is identified with its associated level.

CHAPTER -SECTION	\$35.00 Certain Traffic Violations	LEVEL 1 \$100 One time or daily fine	LEVEL 2 \$200 One time or daily fine	LEVEL 3 \$250 One time or daily fine	LEVEL 4 Repeat Violation \$500 One time or daily fine	LEVEL 5 Irreparable Or Irreversible Violations \$500 - \$5,000 One time or daily fine
<u>1 – General provisions</u>					<u>X or up to 60 days in jail</u>	
2.5 - Adult Entertainment				X	<u>X</u>	<u>X</u>
3 - Advertising		X			<u>X</u>	<u>X</u>
4 - Alcoholic Beverages				X	<u>X</u>	<u>X</u>
<u>4-20 Hours of entertainment</u>					<u>X</u>	<u>X</u>
5 - Animals and Fowl			X		<u>X</u>	<u>X</u>
<u>5-6 Cruelty to animal</u>					<u>X</u>	<u>X</u>
<u>5-11 Permitting animal to commit a nuisance</u>					<u>X</u>	<u>X</u>
<u>5-18 Lighting requirements for marine turtle protection</u>					<u>X</u>	<u>X</u>
6 - Beaches, Parks, Waterways and Recreation		X			<u>X</u>	<u>X</u>
8 – Buildings				X	<u>X</u>	<u>X</u>
<u>8-21 Building Condition</u>				<u>X</u>	X	<u>X</u>
10 - Coin Operated Devices					<u>X</u>	<u>X</u>
11 - Fire Protection and Prevention				X	<u>X</u>	<u>X</u>
12 - Flood Damage Prevention			X		<u>X</u>	<u>X</u>
12.5-8					<u>X, or up to 60 days in jail</u>	
13 - Health and Sanitation (Bulk Trash)				X	<u>X</u>	<u>X</u>

<u>13-34 Nuisance Accumulation</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>13-34(b) Property & R/W Maintenance</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>13-34 Prohibitions (accumulation garbage, litter, stagnant water, trash, untended vegetation)</u>					<u>X</u>	<u>X</u>
<u>13-29 Stagnant Water/Mosquito breeding places prohibits</u>					<u>X</u>	<u>X</u>
<u>13-69 Bulk trash pickup</u>					<u>X</u>	<u>X</u>
<u>13-74(c) Trash Prior Placement / Removal,</u>		<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
14 - Junk and Abandoned Vehicles			X		<u>X</u>	<u>X</u>
15 - Business Tax / BTR			X		<u>X</u>	<u>X</u>
<u>16- Vacation Rentals</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>16-2 Vacation Rentals</u>					<u>X</u>	<u>X</u>
17 - Offenses Miscellaneous				X	<u>X</u>	<u>X</u>
17-128 sexual offender					<u>X, or 60 days in jail</u>	
17-131 prohibit sale... cannabinoid					<u>X, or 60 days in jail</u>	
17-132 prohibit sale illegal drugs					<u>X, or 60 days in jail</u>	
<u>17-81 – Unreasonably loud noise prohibited</u>					<u>X</u>	<u>X</u>
<u>17-84 Construction activity</u>					<u>X</u>	<u>X</u>
<u>17-130 Smoking & Vaping in Public Parks</u>		<u>X</u>			<u>X</u>	<u>X</u>
21 - Sales and Auctions			X		<u>X</u>	<u>X</u>
21-60, Auction penalties					<u>X, or up to 60 days in jail</u>	

22 - Streets and Sidewalks			X		<u>X</u>	<u>X</u>
<u>25 Traffic</u> <u>25-41, 25-43, 25-45, 25-47,</u> <u>25-48, 25-50 through 25-68</u> <u>(for personal vehicles) , 25-</u> <u>86, 25-87, 25-88, 25-104,</u> <u>25-107, 25-120, 25-121,</u> <u>25-122, 25-123</u>	<u>X, plus</u> <u>\$5.00</u> <u>surcharge,</u> <u>per 24 hour</u> <u>period</u>					
<u>25-48</u> Parking not to obstruct traffic for trailer, mobile living unit (including but not limited to a recreational vehicle), truck over one ton in weight				<u>X, plus</u> <u>\$5.00</u> <u>surcharge,</u> <u>per 24</u> <u>hour</u> <u>period</u>		
<u>25-66, for</u> <u>Any trailer, mobile living</u> <u>unit (including but not</u> <u>limited to a recreational</u> <u>vehicle), truck over one</u> <u>ton in weight,</u>				<u>X, plus</u> <u>\$5.00</u> <u>surcharge,</u> <u>per 24</u> <u>hour</u> <u>period</u>		
<u>25-107, parking fire</u> <u>zone/lane</u>		X				
<u>25-121 parking at bus/taxi</u> <u>stand</u>		X				
In Chapter 25, on every violation, there is a surcharge for school crossing guard program: In addition to the fines provided for in this section, a five dollar (\$5.00) surcharge to provide funds for the city's school crossing guard program shall be added to each fine imposed for each parking violation, as authorized by state law.	<u>X, plus</u> <u>\$5.00</u> <u>surcharge</u>					
<u>25 General penalty:</u> In this chapter, where no specific penalty is provided, and an act is prohibited or declared to be unlawful or identified as an offense, or whenever in this chapter the doing of an act is required or the failure to do an act is declared to be unlawful, the violator of any applicable provision shall be liable for payment	<u>X, plus</u> <u>\$5.00</u> <u>surcharge</u>					

<u>of a fine of thirty-five dollars (\$35.00).</u>						
<u>27 Water and Sewer</u>				<u>X</u>	<u>X</u>	<u>X</u>
28 - Land Development Code				X	<u>X</u>	<u>X</u>
<u>100-40 Prohibited Use</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>105-130(A)(1) Side/Rear Parking</u>			<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>105-120(A) Prohibited Commercial Vehicle</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>265-130(D) Prohibited Parking</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>FBC 105.1 Permits required</u>				<u>X</u>	<u>X</u>	<u>X</u>
<u>826-100 Enforcement of the removal of healthy specimen tree</u>					<u>X</u>	<u>X (\$5,000 required)</u>

* * *

Section 3. That Chapter 2, entitled “Administration”, Article III, entitled “Supplemental Code Enforcement Procedures; Code Enforcement Citation Program”, at Article IV, “Code Enforcement”, at Section 2-72, “Applicability”, is amended as follows:

* * *

Sec. 2-72. - Applicability.

The Dania Beach Code Enforcement Special Magistrate (the "magistrate") shall have jurisdiction to hear and decide cases involving alleged violations of the following codes:

Chapter 1, General Provisions;

Chapter 2.5, Adult Entertainment;

Chapter 3. Advertising;

Chapter 4. Alcoholic Beverages;

Chapter 5, Animals and Fowl;

Chapter 6, Beaches, Parks, Waterways and Recreation;

Chapter 7, Bicycles;

Chapter 8, Buildings;

Chapter 10 - Coin Operated Devices;

Chapter 11, Fire Protection and Prevention;

Chapter 12, Flood Damage Prevention;

Chapter 13, Health and Sanitation;

Chapter 14, Junked and Abandoned Vehicles;

Chapter 15, Business Tax;

Chapter 16. Vacation Rentals;

Chapter 17. Offenses Miscellaneous;

Chapter 21, Sales and Auctions;

Chapter 22, Streets and Sidewalks;

Chapter 25, Division 6, Taxis, Buses, and Other Common Carriers;

Chapter 27, Water and Sewers; and

All provisions and regulations of the Land Development Code of the City of Dania Beach, Florida, as it is now existing or as it may be amended by ordinances from time to time and including ordinances or resolutions adopted under chapter 28 that approve site plans, variances or special exceptions. This shall include, but not be limited to, noncompliance with any element of an approved site plan and the conditions of approval, if any, which may be attached to the approved site plan.

* * *

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

Section 5. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 6. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

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

PASSED on first reading on _____, 2024.

PASSED AND ADOPTED on second reading on _____ 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____

Commissioner Tamara James _____

Commissioner Marco Salvino _____

Vice Mayor Lori Lewellen _____

Mayor Archibald J. Ryan IV _____

SIGNATURE PAGE TO FOLLOW

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Community Development Memorandum

DATE: 3/26/2024

TO: Mayor and Commissioners

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

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

SUBJECT: Ordinance amending the City Code relating to Code Fines

Request:

To pass on second reading the ordinance amending Chapters 5, 17, 20, 21, 25, and Section 2-58 relating to updating the City's Code fine schedule and updating section 2-72, which delineates the chapters of the City's Code that the Special Magistrate can enforce.

Background:

Certain sections of Chapter 5, 17, 20, and 21 list specific fines. However, two years ago the City adopted a fine schedule at Section 2-58. In order to facilitate ease of use, and to ensure that all fines are located in one place, the fines contained in those chapters are stricken and are added to Section 2-58 of the City's Code, which contains the City's fine schedule. Additionally, section 2-72 is being updated to include all the Code Chapters that the Special Magistrate can enforce. It appears that this section of the Code has not been updated in many years.

Budgetary Impact

None

Recommendation

The Community Development Department recommends the City Commission approve the ordinance on second reading.

ORDINANCE NO.: 2024-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTERS 5, 17, 20, 21, AND 25 IN ORDER TO AMEND ALL CITATIONS REFERENCING CERTAIN MONETARY PENALTIES OR IMPRISONMENT TO REFLECT SECTION 1-8 OF THE CITY'S CODE ENTITLED "GENERAL PENALTY; CONTINUING VIOLATIONS; VIOLATION AS PUBLIC NUISANCE"; AND DELETING OBSOLETE PROVISIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Code has specific references in certain code provisions delineating specific monetary values and amount of jail time; and

WHEREAS, the City Code also has Section 1-8, entitled "General Penalty; Continuing Violations; Violation As Public Nuisance", which provides the basic home rule authority for nuisance monetary fines or jail time and having different references in the Code leads to confusion and contradiction; and

WHEREAS, the Mayor and City Commission seeks to amend the Code of Ordinances to clarify the monetary fines and jail time references.

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 5, entitled "Animals and Fowl" of the City's Code of Ordinances, is amended to read as follows:

CHAPTER 5

ANIMALS AND FOWL

Sec. 5-18. - Lighting requirements for marine turtle protection.

* * *

~~(f) Enforcement. Any person found to be in violation of this code section shall be issued a notice to appear and shall appear at the prearranged court date to answer the charge. A conviction for violation of this section shall result in a fine up to five hundred dollars (\$500.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine~~

~~and imprisonment at the discretion of the judge.—~~Violation of this Section shall be enforced pursuant Section 1-8, of the City Code.

* * *

Section 3. That Chapter 12, entitled “Flood Damage Protection” of the City’s Code of Ordinances, is amended to read as follows:

CHAPTER 12

FLOOD DAMAGE PROTECTION

ARTICLE 1. IN GENERAL

* * *

Sec. 12.5-8. - Penalties.

~~Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each violation shall constitute a separate offense and shall be punishable as such hereunder.—~~Violation of this Section shall be enforced pursuant Section 1-8, of the City Code.

* * *

Section 4. That Chapter 17, entitled “Offenses - Miscellaneous” of the City’s Code of Ordinances, is amended to read as follows:

CHAPTER 17

OFFENSES- MISCELLANEOUS

* * *

ARTICLE I – IN GENERAL.

* * *

Sec. 17-21. - Writing on property without permission of the owner prohibited.

No person shall write, paint or draw any inscription, figure or mark of any type on any building, public or private, or any other property, real or personal, in the City of Dania Beach without the express permission of the owner or operator of said property.

Editor's note—~~Ord. No. 29-88, § 2, adopted June 14, 1988 provided, "Any person convicted of violating the provisions of this ordinance shall be punished by a fine of not less than \$250.00~~

~~nor more than \$500.00 per occurrence or by imprisonment for not more than 60 days per occurrence, or both, in the discretion of the court."~~

* * *

ARTICLE VIII. - SEXUAL OFFENDERS

* * *

Sec. 17-128. - Sexual offender residency prohibition.

* * *

(b) A person who violates subsection (a) shall be punished pursuant to section 1-8 of the City Code. ~~by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment.~~

* * *

ARTICLE X. - SMOKING AND VAPING RESTRICTIONS

* * *

Sec. 17-131. - Prohibiting the sale, offer for sale, purchase with intent to sell or public display for sale of synthetic cannabinoid herbal incense.

* * *

(j) *Penalty.* Any store owner, store manager, store purchasing agent or any other person violating any provision of this section shall be punishable pursuant to section 1-8 of the City's Code. ~~by a fine not to exceed five hundred dollars (\$500.00), or by imprisonment not to exceed sixty (60) days or both, for each violation.~~ This section shall also be subject to enforcement via the Local Government Code Enforcement Act of F.S. Ch. 162, and pursuant to chapter 2 "administration" of article IV "code enforcement" of the City Code of Ordinances of the City of Dania Beach.

Sec. 17-132. - Prohibiting the sale, offer for sale, purchase with intent to sell or public display for sale of synthetic stimulant bath salts, synthetic cathinones, synthetic amphetamines and other synthetic stimulants that mimic illegal drugs.

* * *

(j) *Penalty.* Any store owner, store manager, store purchasing agent or any other person violating any provision of this section shall be punishable pursuant to section 1-8 of the City's Code ~~by a fine not to exceed five hundred dollars (\$500.00), or by imprisonment not to exceed sixty (60) days or both, for each violation.~~ This section shall also be subject to enforcement via the Local Government Code Enforcement Act of F.S. Ch. 162, pursuant to article IV, entitled "code enforcement" of chapter 2 entitled "administration" of the City of Dania Beach Code of Ordinances.

* * *

Section 5. That Chapter 20, entitled "Police" of the City's Code of Ordinances, is amended to read as follows:

CHAPTER 20
POLICE

ARTICLE 1 – IN GENERAL.

* * *

~~Sec. 20-3. – Authority to summon posse.~~

~~In case any person charged with the violation of any of the ordinances of the city, shall refuse to submit quietly to arrest, the chief of police or any police officer of the city shall have the power to summon to his aid or assistance in making such arrest, where the necessity of the case requires it, a posse of good and true men, citizens of the city, consisting of as many as he may deem necessary to aid him in fully carrying out the law, and in case any citizen so summoned shall fail or refuse to lend aid so required of him, he shall be summoned by said officer to appear to answer said charge for failure to do his duty and if after a full investigation, the court shall think the facts justify such action it shall punish him by a fine not to exceed one hundred dollars (\$100.00), or by imprisonment not to exceed ten (10) days, or by both such fine and imprisonment in its discretion.~~

* * *

Section 6. That Chapter 21, entitled “Sales and Auctions” of the City’s Code of Ordinances, is amended to read as follows:

Chapter 21

SALES AND AUCTIONS

ARTICLE IV. - AUCTIONS AND AUCTIONEERS

* * *

Sec. 21-60. - Penalties.

Violation of this Section shall be enforced pursuant Section 1-8, of the City Code.

~~Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding five hundred dollars (\$500.00) or by imprisonment in the county jail not exceeding ninety (90) days, or by both such fine and imprisonment. Each such violation shall constitute a separate offense and shall be punishable as such hereunder.~~

* * *

Section 7. That Chapter 25, entitled “Traffic” of the City’s Code of Ordinances, is amended to read as follows:

CHAPTER 25 TRAFFIC

ARTICLE III. - PARKING, STOPPING AND STANDING

DIVISION 5. - PARKING ON PRIVATE PROPERTY

* * *

Sec. 25-107. - Parking on private property designated as fire zone or fire lane.

- (a) It shall be unlawful for any person, firm or corporation to park any motor vehicle, including automobiles, trucks, motorcycles, motor bikes or any other vehicle, on private property which has been designated as a fire zone or fire lane by the city police or fire department.\
- (b) It shall be the duty of any police officer or fire inspector of the city to issue a citation to any person violating the provisions of this section.
- (c) ~~Any person who shall violate the provisions of the foregoing subsection (a) shall, upon conviction thereof, be punished by a fine of not more than one hundred dollars (\$100.00), or by imprisonment for not more than ten (10) days, in the discretion of the court.~~

* * *

DIVISION 6. - TAXIS, BUSES, AND OTHER COMMON CARRIERS

* * *

Sec. 25-124. ~~Penalty. [parking at public courier/bus stands]~~

- (d) ~~Any person, firm, association, institution or corporation violating any term or provision of this division shall, upon conviction by a court of competent jurisdiction, be liable for a mandatory fine of not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00). Upon conviction for a third violation within a one year period, the mandatory fine shall be not less than one hundred fifty dollars (\$150.00) nor more than five hundred dollars (\$500.00) and/or imprisonment not to exceed thirty (30) days, or both.~~

* * *

Section 8. That if any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 9. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 10. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance

may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 11. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2024.

PASSED and ADOPTED on second reading on _____, 2024.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Joyce L. Davis _____ _____

Commissioner Tamara James _____ _____

Commissioner Marco Salvino _____ _____

Vice Mayor Lori Lewellen _____ _____

Mayor Archibald J. Ryan IV _____ _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD.J. RYAN IV
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: February 29, 2024
Re: 2024-25 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 11, 2024.** The term will begin on May 4, 2024, where members will be sworn in at the 67th Annual Gala at Margaritaville. The term will end in May of 2025.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2023-2024 OFFICERS

President Todd Drosky
Commissioner, Deerfield Beach
1st Vice President Felicia Brunson
Mayor, West Park
2nd Vice President Denise Horland
Councilmember, Plantation
Secretary Joyce Davis
Commissioner, Dania Beach
Treasurer Traci Callari
Commissioner, Hollywood

DIRECTORS

Immediate Past President Bob Mayersohn
Commissioner, Parkland
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Vice Mayor, Hillsboro Beach
Pamela Beasley-Pittman
Vice Mayor, Fort Lauderdale
Marlon Bolton
Commissioner, Tamarac
Samson Borgelin
Mayor, North Lauderdale
Anthony Caggiano
Commissioner, Margate
Joy Carter
Commissioner, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Vice Mayor, Broward County
Jeremy Katzman
Commissioner, Cooper City
Edmund Malkoon
Vice Mayor, Lauderdale-by-the-Sea
Lawrence "Jabbow" Martin
Commissioner, Lauderdale
Karlene Maxwell-Williams
Commissioner, Lauderdale Lakes
Henry Mead
Commissioner, Weston
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Patty Petrone
Commissioner, Lighthouse Point
Paul Rolli
Commissioner, Wilton Manors
Mitch Rosenwald
Mayor, Oakland Park
Joshua Rydell
Mayor, Coconut Creek
Iris Siple
Vice Mayor, Pembroke Pines
Chad Volkert
Councilmember, Sea Ranch Lakes

Samuel S. Goren, Esquire
Goren Cherof Doody & Ezrol, P.A.
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

2023-2024 Board Meeting Attendance

	9/7/2023	10/5/2023	11/2/2023	12/7/2023	1/11/2024	3/7/24	4/4/24	5/2/24
Todd Drosky	X	X	(exc.)	X	X			
Felicia Brunson	X	X	X	X	X			
Traci Callari	X	(exc.)	X	(exc.)	X			
Bob Mayersohn	(alt.)	X	X	X	(alt.)			
Greg Ross	X	X	X	X	(exc.)			
Susan Starkey	X	X	X	X	X			
Joy Cooper								
Frank Ortis		(exc.)		(exc.)				
Jim Allbritton	X	(exc.)	X	X	X			
Barbara Baldasarre	X	X	X	X	X			
Pamela Beasley-Pittman	X	X	X	(exc.)	X			
Marlon Bolton	X	X	(exc.)	X	X			
Samson Borgelin	X	X		X	X			
Anthony Caggiano	X	X	X	X	X			
Joy Carter	X	X	X	X	(alt.)			
Joyce Davis	X	X	X	X	X			
Mark Douglas	X	X	(exc.)	X				
Rhonda Eaton	X	X	X	X	X			
Beam Furr		X		(exc.)	(alt.)			
Denise Horland	X	(exc.)	X	X	X			
Jeremy Katzman	X	X	(exc.)	X	X			
Edmund Malkoon	(exc.)		X	(exc.)	(exc.)			
Ashira Mohammed		X	X	X	X			
Lawrence Martin	X	X	X	(exc.)	(exc.)			
Karlene Maxwell-Williams	X	(alt.)	X	X	X			
Henry Mead	(alt.)	X	X	X	X			
Wayne Messam			X					
Patty Petrone	X	(alt.)	(exc.)	X	X			
Paul Rolli	X	X	X	X	X			
Mitch Rosenwald	X	(exc.)	X	X	X			
Joshua Rydell								
Iris Siple		X						
Chad Volkert								

RESOLUTION NO. 2022-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A CITY UNIFORM AND MERCHANDISING POLICY RELATING TO THE USE OF THE CITY OR “RISE” LOGOS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 27, 2018, pursuant to Resolution No. 2018-031, the City Commission adopted the new logo design, City seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, on April 16, 2019, the City Commission and the Community Redevelopment Agency (CRA) registered the City’s “new” logo with the United States Patent And Trademark Office; and

WHEREAS, in May 2019, the CRA adopted the “Logo Brand Guidelines,” for use of the City’s logo; and

WHEREAS, to ensure consistency, the City Commission desires to enact a specific policy pertaining to the use of the City or the “RISE” logos on City uniforms and merchandise; and

WHEREAS, the policy is attached for approval and adoption by the City Commission;

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

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

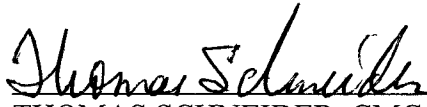
Section 2. That pursuant to this Resolution, the City Commission adopts a specific policy relating to the City’s logo used on uniforms and merchandise, a copy of which Policy is attached as Exhibit “A” and is made a part of and incorporated into this Resolution by this reference.

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

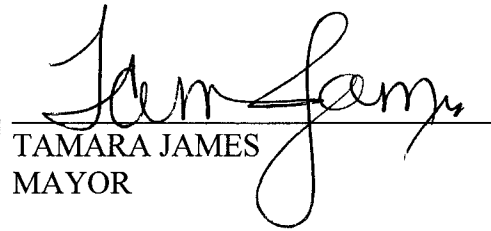
Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 12, 2022.

ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

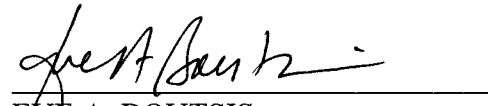

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT A

UNIFORM AND MERCHANDISE POLICY RELATING TO USE OF THE CITY'S LOGO

A. PURPOSE

The City hereby establishes a City uniform and logo policy to ensure uniformity in use of the City's logo or RISE logo.

All "Dania Beach" merchandise sold by the City must use the City's "D" logo. The "D" can be single color or multi color, in the correct shades of pink, yellow, and blue. The size of the logo "D" can be small or large, but must appear somewhere on the merchandise, whether the logo is on the back, on the front, or on the side, etc. However, the logo must appear somewhere on the merchandise.

All staff uniforms/ shirts/ jackets, and other clothes used as part of the City staff uniforms shall be required to utilize, the "D" logo, on the left side of all apparel. When possible, the "D" logo should be in the City's yellow, blue and pink colors. Otherwise, the logo should be in black print. The "D" Dania Beach logo must appear if we use the RISE or any other logo it shall be in addition to our City D logo officially on the left chest area.

B. EFFECTIVE DATE

This policy shall take effect immediately upon adoption